UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): August 6, 2026

COMSCORE, INC.
(Exact name of registrant as specified in charter)

Delaware	001-33520	54-1955550
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

11950 Democracy Drive
Suite 600
Reston, Virginia 20190
(Address of principal executive offices, including zip code)

(703) 438–2000
(Registrant’s telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, par value $0.001 per share	SCOR	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.05 Costs Associated with Exit or Disposal Activities.

Realignment Plan

On August 11, 2026, comScore, Inc. (the "Company") communicated a workforce reduction as part of a broader plan to realign the Company's business, optimize its operations, and invest in long-term growth opportunities. In addition to employee terminations, the plan is expected to include reductions in other corporate costs, expanded use of offshore support, reallocation of commercial and product development resources, contract modifications, and targeted investments in future growth areas. The Company may also determine to exit activities in certain geographic regions in order to more effectively align resources with business priorities.

In connection with the realignment plan, which was authorized by the Company's Board of Directors (the "Board") on August 6, 2026, the Company will incur certain exit-related costs. These costs are currently estimated to range between $7 million and $9 million, including (1) cash charges of approximately $6 million to $8 million for severance, termination benefits and related costs for impacted employees; (2) cash charges of approximately $0.5 million to $1 million for contract termination fees; and (3) cash charges of approximately $0.5 million to $1 million for other associated costs, including legal, consulting and other professional fees. The Company expects implementation of the plan, including cash payments, to be substantially complete in the third quarter of 2027. The Company intends to exclude certain charges associated with the plan from its non-GAAP financial measures, including adjusted EBITDA and adjusted EBITDA margin.

Cautionary Note Regarding Forward-Looking Statements

This Item 2.05 contains forward-looking statements within the meaning of federal and state securities laws, including, without limitation, the Company's expectations and plans regarding the timing, scope and impact of the realignment plan (including employee terminations, cost reductions, resource reallocations, contract modifications and future investments) and the type, amount and timing of related costs. These statements involve risks and uncertainties that could cause actual events to differ materially from expectations, including, but not limited to, impediments to the Company's ability to execute the plan as currently contemplated, higher-than-expected costs to implement the plan, changes to the assumptions upon which the estimated charges are based, and unintended consequences from the plan that could negatively impact the Company's business or strategy. For additional discussion of risk factors, please refer to the Company's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and other filings that the Company makes from time to time with the U.S. Securities and Exchange Commission (the "SEC"), which are available on the SEC's website (www.sec.gov).

Investors are cautioned not to place undue reliance on the Company's forward-looking statements, which speak only as of the date such statements are made. Except as required by law, the Company does not intend or undertake, and expressly disclaims any duty or obligation, to publicly update any forward-looking statements to reflect events, circumstances or new information after the date of this Current Report on Form 8-K or to reflect the occurrence of unanticipated events.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Executive Compensation Changes

On August 6, 2026, the Board approved salary reductions and other compensation changes across the Company's executive team in order to reduce corporate costs and better align executives' interests with the Company's stockholders. These changes, which were recommended by the Company's Chief Executive Officer and other members of management, included:

- Base salary reductions of 20% for the Chief Executive Officer and 10% for the Chief Financial Officer and other executive team members, effective October 1, 2026 through December 31, 2027;
- Forfeiture of the Chief Executive Officer's annual short-term incentive program ("STIP") opportunity for 2026;
- Reduction of STIP opportunities for other executives, including the Chief Financial Officer, by 50% for 2026;
- Long-term equity incentive opportunities for certain members of management; and
- Standardization of executive change of control and severance benefits across the team.

On August 10, 2026, the Company entered into a letter agreement (the "CEO Agreement") with its Chief Executive Officer, Matt McLaughlin, reflecting the terms described above. Under the CEO Agreement, Mr. McLaughlin's annualized base salary will be reduced from $625,000 to $500,000 effective October 1, 2026, and he will voluntarily forfeit his entire STIP opportunity for 2026. For 2027, Mr. McLaughlin's annualized base salary will be $515,000 (reduced from $643,750), and his STIP opportunity will be based on his pre-reduction 2027 salary. For 2027 and subsequent years, any STIP award for Mr. McLaughlin will be paid in cash and based on achievement of the Company's annual operating plan, as determined by the Board.

Also on August 10, 2026, the Company entered into a letter agreement (the "CFO Agreement") with its Chief Financial Officer, Mary Margaret Curry, reflecting the terms described above. Under the CFO Agreement, Ms. Curry's annualized base salary will be reduced from $400,000 to $360,000 effective October 1, 2026 through December 31, 2027. For 2026, 50% of Ms. Curry's STIP opportunity ($150,000) will be deemed unearned; 25% ($75,000) will be paid in cash on or before March 15, 2027, subject to continued employment through the payment date; and 25% ($75,000) will be paid in cash on or before March 15, 2027, subject to the achievement of performance measures set by the Board. For 2027, Ms. Curry's STIP opportunity will be based on her pre-reduction salary and subject to performance measures to be set by the Board. In addition, the CFO Agreement provides for (i) a one-time grant of options to purchase 60,000 shares of the Company's common stock, vesting in equal annual installments over four years subject to Ms. Curry's continued service through each vesting date; and (ii) a one-time grant of 60,000 restricted stock units, vesting in equal annual installments over four years subject to continued service through each vesting date, with settlement deferred until the earlier of Ms. Curry's separation from service or a change in control of the Company.

Concurrent with the execution of the CFO Agreement, the Company entered into a new Change of Control and Severance Agreement (the "CoC/Severance Agreement") with Ms. Curry, replacing her prior Change of Control and Severance Agreements, dated as of July 6, 2022. The new CoC/Severance Agreement reduces Ms. Curry's severance benefit in the event of a qualifying termination of employment from 15 months to 12 months and modifies her prorated STIP benefit to be based on target (rather than actual or projected) performance for the year of termination, consistent with other members of the executive team.

The foregoing descriptions of the CEO Agreement, the CFO Agreement and the CoC/Severance Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Executive Transition Agreement

On August 10, 2026, the Company entered into a Separation and General Release Agreement (the "Transition Agreement") with its Chief Commercial Officer, Steve Bagdasarian. Under the Transition Agreement, Mr. Bagdasarian will serve as a strategic advisor to the Chief Executive Officer until December 1, 2026 (the "Separation Date"), during which time he will assist the Company with various commercial opportunities and customer relationships as set forth in the Transition Agreement. During this period, Mr. Bagdasarian will continue to receive his regular base salary at a rate of $400,000 per year and will remain eligible to participate in the Company's employee benefit programs on the same basis as the Company's other senior executives. He will also be eligible to earn a special cash bonus of $100,000, payable on January 15, 2027 subject to performance conditions set forth in the Transition Agreement.

Following the Separation Date, Mr. Bagdasarian will be eligible to receive certain payments and benefits that were provided in the Severance Agreement previously entered into between the Company and Mr. Bagdasarian, dated March 27, 2024 (the "Prior Agreement"). The payments and benefits are the same as those provided under the Prior Agreement in connection with a qualifying termination of employment, with a severance period of 12 months, except that Mr. Bagdasarian's COBRA benefit will extend for up to 18 months and his STIP award for 2026 will not be prorated. In addition, Mr. Bagdasarian will be eligible to receive (i) full vesting of a previous cash incentive plan award and (ii) reimbursement of up to $10,000 of legal fees incurred in connection with the negotiation and execution of the Transition Agreement and related documents.

Mr. Bagdasarian's severance payments and benefits are subject to the terms and conditions of the Company's clawback policy, his satisfaction of the conditions set forth in the Transition Agreement (including timely execution of a confirming release of claims) and his continued compliance with certain restrictive covenants, including non-competition and non-solicitation obligations set forth in his existing At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement.

The foregoing description of the Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Transition Agreement, which is filed as Exhibit 10.4 to this Current Report on Form 8-K, and the full text of the Prior Agreement as previously disclosed, each of which is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On August 11, 2026, the Company issued a press release announcing the realignment plan described in Item 1.01 of this Current Report on Form 8-K. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, regardless of any general incorporation language in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Letter Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Matt McLaughlin
10.2	Letter Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Mary Margaret Curry
10.3	Change of Control and Severance Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Mary Margaret Curry
10.4	Separation and General Release Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Steve Bagdasarian
99.1	Press Release dated August 11, 2026
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

comScore, Inc.

By: /s/ Mary Margaret Curry
Mary Margaret Curry
Chief Financial Officer and Treasurer

Date: August 11, 2026

COMSCORE

August 10, 2026

By E-mail

Matt McLaughlin
Comscore, Inc.
11950 Democracy Drive
Suite 600
Reston, VA 20190

Dear Matt:

This letter (this "Agreement") modifies the letter agreement, dated May 28, 2026, between you and the Company (the "CEO Letter"). Upon execution of this Agreement by you and the Company, the CEO Letter will be deemed amended to reflect the following terms, which will govern your continued employment with the Company.

1. **Base Salary Reduction**. Effective October 1, 2026, your base salary will be reduced by 20% such that, as of such date, your annualized base salary will be $500,000 for the remainder of 2026 and $515,000 for 2027. Your base salary will continue to be paid semi-monthly (on the 15th and last day of each month) in accordance with Comscore's standard payroll practices and subject to applicable payroll deductions and withholdings. By signing this Agreement, you are agreeing to this salary reduction and are waiving any notice period that may be required by your state of residence and/or employment. Your annualized base salary will revert to no less than $663,063 (your current salary plus annual escalators per the CEO Letter) effective January 1, 2028.

2. **Short-Term Incentive Program**. You will continue to be eligible to participate in the Company's short-term incentive program ("STIP") with a target incentive equal to 100% of your annualized base salary and a maximum incentive equal to 200% of your annualized base salary; provided, however, that (a) you have elected to voluntarily forfeit any STIP eligibility or award for 2026, and (b) for purposes of calculating any STIP award for 2027, your annualized base salary shall be deemed to be your base salary in effect without regard to the salary reduction described in this Agreement ($643,750). Any actual STIP award for 2027 and subsequent years shall be payable entirely in cash and shall be based on achievement of the Company's annual operating plan, as determined by the Board of Directors.

3. **Change of Control and Severance Agreements**. The salary reduction described in this Agreement shall be disregarded for purposes of calculating any severance benefit due to you under the Change of Control Agreement, effective as of May 28, 2026, between you and the Company and the Severance Agreement, effective as of May 28, 2026, between you and the Company (collectively, the "CoC/Severance Agreements"). By signing this Agreement, you acknowledge and agree that the salary reduction, 2026 STIP forfeiture and other terms set forth in this Agreement shall not constitute constructive termination or "Good Reason" under the CoC/Severance Agreements or any other agreement, plan or policy of the Company to which you are subject.

All other terms of the CEO Letter and the CoC/Severance Agreements shall continue in effect in accordance with their terms. In the event of any conflict between the terms of this Agreement (on the one hand) and the CEO Letter or the CoC/Severance Agreements (on the other hand), this Agreement shall govern. For the avoidance of doubt, nothing in this Agreement will change the nature of your employment, which continues to be at will.

COMSCORE

*****

To accept the terms of your employment memorialized in this Agreement, please sign below. We appreciate your continued leadership and service to the Company during this important time.

Sincerely,

COMSCORE, INC.

By: /s/ Sara Dunn
Sara Dunn
Chief People Officer

ACKNOWLEDGED AND AGREED:

/s/ Matt McLaughlin
Matt McLaughlin

Date: Aug 10, 2026

COMSCORE

August 9, 2026

By E-mail

Mary Margaret Curry
Comscore, Inc.
11950 Democracy Drive
Suite 600
Reston, VA 20190

Dear Mary Margaret:

I am pleased to inform you that the Board of Directors (the "Board") of Comscore, Inc. (the "Company") has approved your eligibility for new equity incentive awards under the Company's 2018 Equity and Incentive Compensation Plan (the "Plan"), subject to your agreement to the terms set forth in this letter (this "Agreement").

Upon execution of this Agreement by you and the Company, the letter agreement, dated July 5, 2022, between you and the Company (the "2022 Letter") will be deemed amended to reflect the following terms, which will govern your continued employment with the Company.

1. **Equity Awards**. As soon as practicable (and subject to terms approved by the Board and set forth in the applicable award agreement), you will receive (a) a one-time grant of options to purchase 60,000 shares of Comscore common stock under (and pursuant to the terms of) the Plan, with a per share exercise price equal to the closing price per share of Comscore common stock on the date of grant, which grant will vest in equal annual installments over four years subject to your continued service with the Company through each vesting date; and (b) a one-time grant of 60,000 restricted stock units under (and pursuant to the terms of) the Plan, which grant will vest in equal annual installments over four years subject to your continued service with the Company through each vesting date, with settlement deferred until the earlier of a separation from service or a change in control of the Company, each within the meaning of Section 409A of the Internal Revenue Code.

2. **Base Salary Reduction**. Effective October 1, 2026, your base salary will be reduced by 10% such that, as of such date, your annualized base salary will be $360,000. Your base salary will continue to be paid semi-monthly (on the 15th and last day of each month) in accordance with Comscore's standard payroll practices and subject to applicable payroll deductions and withholdings. By signing this Agreement, you are agreeing to this salary reduction and are waiving any notice period that may be required by your state of residence and/or employment. Your annualized base salary will revert to no less than $400,000 (your current salary) effective January 1, 2028.

3. **Short-Term Incentive Program**. You will continue to be eligible to participate in the Company's short-term incentive program ("STIP") with a target incentive equal to 75% of your annualized base salary; provided, however, that for purposes of calculating any STIP award for 2026 or 2027, your annualized base salary shall be deemed to be your base salary in effect immediately prior to the salary reduction described in this Agreement ($400,000). Furthermore, for 2026 only: (a) one-half of your target incentive ($150,000) shall be deemed unearned; (b) one-quarter of your target incentive ($75,000) shall be paid in cash on or before March 15, 2027, subject to your continued employment in good standing through such date; and (c) one-quarter of your target incentive ($75,000) shall be paid in cash on or before March 15, 2027, subject to (i) your continued employment in good standing through such date, (ii) the achievement of performance

measures set by the Board, and (iii) the terms and conditions of the STIP as in effect from time to time.

4. **Change of Control and Severance Agreement**. Concurrent with the execution of this Agreement, you and the Company will enter into a new Change of Control and Severance Agreement in the form attached hereto as Exhibit A, and this Agreement shall become effective only upon execution of the new Change of Control and Severance Agreement. The new Change of Control and Severance Agreement will replace and supersede in full the prior Change of Control Agreement, dated July 6, 2022, between you and the Company and the prior Severance Agreement, dated July 6, 2022, between you and the Company (collectively, the "Prior Agreements"), which Prior Agreements shall be terminated upon the execution of the new Change of Control and Severance Agreement. You understand and agree that the salary reduction and other terms set forth in this Agreement shall not constitute constructive termination or "Good Reason" under the Prior Agreements, the new Change of Control and Severance Agreement, or any other agreement, plan or policy of the Company to which you are subject.

All other terms of the 2022 Letter shall continue in effect in accordance with their terms. In the event of any conflict between the terms of this Agreement and the 2022 Letter, this Agreement shall govern. For the avoidance of doubt, nothing in this Agreement or the Change of Control and Severance Agreement will change the nature of your employment, which continues to be at will.

*****

To accept the terms of your employment memorialized in this Agreement, please sign below. We appreciate your continued leadership and service to the Company during this important time.

Sincerely,

COMSCORE, INC.

By: /s/ Sara Dunn
Sara Dunn
Chief People Officer

ACKNOWLEDGED AND AGREED:

/s/ Mary Margaret Curry
Mary Margaret Curry

Date: Aug 10, 2026

EXHIBIT A

Change of Control and Severance Agreement

(see attached)

COMSCORE, INC.

CHANGE OF CONTROL AND SEVERANCE AGREEMENT

This Change of Control and Severance Agreement (the "***Agreement***") is made and entered into by and between Mary Margaret Curry ("***Executive***") and comScore, Inc., a Delaware corporation (the "***Company***"), effective as of the date on which this Agreement has been executed by all parties hereto (the "***Effective Date***").

RECITALS

1. The Compensation Committee (the "***Committee***") of the Board of Directors of the Company (the "***Board***") believes that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, to provide Executive with an incentive to continue his or her employment, and to motivate Executive to maximize the value of the Company for the benefit of its stockholders.

2. The Committee believes that it is imperative to provide Executive with certain severance benefits upon Executive's termination of employment under certain circumstances. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

3. The Company and Executive desire to terminate the Change of Control Agreement, dated July 6, 2022, and the Severance Agreement, dated July 6, 2022, between the Company and Executive (collectively, the "***Prior Agreements***") in exchange for each party's entry into this Agreement.

4. Certain capitalized terms used in the Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until the earlier of (a) the date on which all of the obligations of the parties hereto with respect to this Agreement have been satisfied or (b) the date on which this Agreement is terminated by mutual written consent of the Company and Executive (the "***Term***").

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason during the Term, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, the payment of accrued but unpaid wages or other compensation, as required by law, as may otherwise be available in accordance with the Company's established employee plans, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same (including but not limited to the Prior Agreements); provided, however, that this Agreement shall not supersede any outstanding Equity Award agreements between Executive and the Company, which agreements shall remain in effect in accordance with their terms.

3. Severance Benefits.

(a) Termination without Cause or Resignation for Good Reason Absent a Change of Control. If the Company terminates Executive's employment with the Company without Cause (and not as a result of Executive's death or Disability) or if Executive resigns from such employment for Good Reason, and such termination occurs prior to or more than twelve (12) months after a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements (collectively, the "***Accrued Items***").

(ii) Severance Payment. Executive will be paid continuing payments of severance pay at a rate equal to Executive's base salary, as then in effect, for twelve (12) months from the date of such termination of employment, to be paid in equal installments in accordance with the Company's normal payroll policies; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. At such time as the Company pays short-term incentive awards to senior executives of the Company for the year in which Executive's termination occurs (but no later than March 15 of the following year), the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) Executive's target short-term incentive award for the year of termination of employment, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year. Notwithstanding the foregoing, for purposes of any termination occurring in 2026 only, Executive's benefit pursuant to this paragraph shall be equal to the product obtained by multiplying (A) $150,000, by (B) a fraction, the numerator of which is the total number of days that have elapsed during 2026 through the date of termination of employment and the denominator of which is 365.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the twelve (12)-month period coincident with the severance benefit period set forth above (the "***COBRA Continuation Period***"). The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his/her group health coverage in effect on the date of his/her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(b) Termination without Cause or Resignation for Good Reason in Connection with a Change of Control. If the Company terminates Executive's employment with the Company without Cause (and not as a result of Executive's death or Disability) or if Executive resigns from such employment for Good Reason, and such termination occurs on or within twelve (12) months after a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all Accrued Items.

(ii) Severance Payment. On the sixtieth (60th) day following the termination of employment, Executive will receive a lump sum cash payment in an amount equal to twelve (12) months of Executive's base salary as in effect immediately prior to Executive's termination date or, if greater, at the level in effect immediately prior to the Change of Control; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. On the sixtieth (60th) day following the termination of employment, the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) Executive's target short-term incentive award for the year of termination of employment, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year. Notwithstanding the foregoing, for purposes of any termination occurring in 2026 only, Executive's benefit pursuant to this paragraph shall be equal to the product obtained by multiplying (A) $150,000, by (B) a fraction, the numerator of which is the total number of days that have elapsed during 2026 through the date of termination of employment and the denominator of which is 365.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to COBRA within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the COBRA Continuation Period. The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his/her group health coverage in effect on the date of his/her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(v) Vesting Acceleration of Equity Awards. Except as otherwise provided in the applicable award agreement, Executive's then outstanding and unvested Equity Awards as of the date of the termination of employment will be subject to the following treatment (and otherwise be subject to the terms consistent with the applicable plan and award agreements, including the time for payment of such awards):

(A) Equity Awards that are not subject to the attainment of performance goals will become vested in full; and

(B) Equity Awards that are subject to the attainment of performance goals will become vested in an amount equal to either (a) the target number of shares subject to the Equity Award or (b) if at least fifty percent (50%) of the applicable performance period has been completed as of the date of termination and it would result in a greater number of shares becoming vested based on the degree of satisfaction of the applicable performance objectives though such date, the total number of shares that would have been earned had Executive remained employed through the end of the applicable performance period (as determined in good faith by the Committee), in each case less the number of shares that had already become vested as of the date of such termination of employment in respect of such Equity Award.

(c) Voluntary Resignation; Termination for Cause. If Executive's employment with the Company terminates voluntarily by Executive (other than for Good Reason) or for Cause by the Company, then Executive will not be entitled to receive severance or other benefits, except for (i) Accrued Items, and (ii) those benefits (if any) as may then be established under the Company's then-existing written benefits plans and practices or pursuant to other written agreements with the Company.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits, except for (i) Accrued Items, and (ii) those benefits (if any) as may then be established under the Company's then-existing written benefits plans and practices or pursuant to other written agreements with the Company.

(e) Exclusive Remedy. In the event of a termination of Executive's employment as set forth in Section 3, the provisions of Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive otherwise may be entitled, whether at law, tort or contract, in equity, or otherwise (other than as set forth in outstanding Equity Award agreements, the Accrued Items, or as required by law). Executive will be entitled to no other benefits, compensation or other payments or rights upon a termination of employment. For the avoidance of doubt, Executive will not be entitled to any benefits, compensation or other payments or rights under the Prior Agreements.

4. Conditions to Receipt of Severance.

(a) Release of Claims Agreement. The receipt of any severance payments or benefits pursuant to this Agreement (except for the Accrued Items) is subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company (the "***Release***") and in the time provided by the Company to do so, which Release must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "***Release Deadline***"). If the requirements of the previous sentence are not satisfied, Executive will forfeit any right to severance payments or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release has been timely returned to the Company and actually becomes effective and irrevocable. Except as required by Section 4(c) or as otherwise specified in Section 3, any severance payments or benefits under this Agreement will be paid, or, in the case of installments, will commence, in the first payroll following the effective date of the Release, but not later than fourteen (14) days following the effective date of the Release.

(b) Confidential Information and Invention Assignment Agreement. Executive's receipt of any payments or benefits under Section 3 (except for the Accrued Items) will be subject to Executive continuing to comply with the terms of the at-will employment, confidential information, restrictive covenant, invention assignment and arbitration agreement (the "***Confidentiality Agreement***") most recently entered into between the Company and Executive, as such agreement may be amended from time to time. Notwithstanding anything herein to the contrary, nothing in this Agreement, the Confidentiality Agreement or any other agreement between Executive and the Company shall prevent Executive from providing information to governmental authorities regarding possible legal violations or otherwise testifying, participating in or cooperating with any investigation or proceeding by any governmental authorities (in each case without notice to or authorization from the Company), and for purposes of clarity Executive is not prohibited from providing information voluntarily to the Securities and Exchange Commission (the "***SEC***") pursuant to Section 21F of the Securities Exchange Act of 1934, as amended.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the final regulations and any guidance promulgated thereunder ("***Section 409A***") (together, the "***Deferred Payments***") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) It is intended that none of the severance payments under this Agreement will constitute Deferred Payments but rather will be exempt from Section 409A as a payment that would fall within the "short-term deferral period" as described in Section 4(c)(iv) below or resulting from an involuntary separation from service as described in Section 4(c)(v) below. However, any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60^{th}) day following Executive's separation from service, or, if later, such time as required by Section 4(c)(iii). Except as required by Section 4(c)(iii), any installment payments that would have been made to Executive during the sixty (60)-day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60^{th}) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement.

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but before the six (6)-month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of Section 4(c)(i).

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments for purposes of Section 4(c)(i).

(vi) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition before actual payment to Executive under

Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of noncompliance with Section 409A.

(vii) To the extent any reimbursement or in-kind benefit provided under this Agreement is a Deferred Payment (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; (ii) the reimbursement of an eligible expense must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(d) Non-Disparagement. Following Executive's termination of employment, Executive shall not disparage the Company or otherwise take any action which could reasonably be expected to adversely affect the reputation of the Company. This paragraph will not prohibit Executive from making any disclosure required by law, engaging in the legal process, or providing truthful testimony in response to a subpoena or in any legal or administrative proceeding. Moreover, nothing in this Agreement or any other agreement between Executive and the Company shall prohibit or restrict Executive from (i) initiating communications with, providing information or making statements to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the SEC); (ii) complying with a subpoena or responding to any inquiry or legal process directed to Executive from any governmental agency; or (iii) making any disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing in this Agreement or any other agreement between Executive and the Company shall prohibit or restrict Executive from (i) disclosing or making statements about any claim or action for discrimination, harassment or retaliation or the underlying facts, circumstances or details of any claim or action for discrimination, harassment or retaliation; (ii) disclosing factual information related to any claim of discrimination to the attorney general, law enforcement, the Equal Employment Opportunity Commission, any state division of human rights, any local commission on human rights, any other governmental agency, or any attorney retained by Executive; or (iii) disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits. Further, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement or any other agreement between Executive and the Company shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in this Section 4(d) or to notify the Company that Executive has engaged in any such conduct.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting “parachute payments” is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted “contingent on a change in ownership or control” (within the meaning of Section 280G of the Code), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive’s equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company’s independent public accountants immediately prior to a Change of Control or such other person or entity to which the parties mutually agree (the “***Accountants***”), whose determination will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 5. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. “***Cause***” will mean:

(i) Executive’s indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty by Executive;

(ii) a material breach by Executive of Executive’s duties or of a Company policy that is not cured by Executive within thirty (30) days following written notice of same to Executive by the Company, to the extent such breach is curable; or

(iii) a commission of any act of dishonesty, embezzlement, theft, fraud or misconduct (including harassment) by Executive with respect to the Company, any of which in the good faith and reasonable determination of the Board or the Committee is materially detrimental to the Company, its business or its reputation.

(b) Change of Control. “***Change of Control***” will mean the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“***Person***”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change of Control; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this Section 6(b)(ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this Section 6(b)(iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of an entity that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

(c) Disability. "***Disability***" will mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his or her duties hereunder before the termination of his or her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Equity Awards. "***Equity Awards***" will mean Executive's then-outstanding stock options, stock appreciation rights, restricted stock units and other Company equity compensation awards.

(e) Good Reason. "***Good Reason***" will mean Executive's termination of employment within ninety (90) days following the expiration of any cure period (referenced below) following the occurrence of one or more of the following, without Executive's consent:

(i) A material diminution in Executive's base compensation (unless such reduction is done as part of a reduction program effective for all of the Company's senior level executives); or

(ii) the relocation of Executive's primary workplace to a location more than fifty (50) miles away from Executive's workplace in effect immediately prior to such relocation.

In addition, in order for a voluntary termination to be considered a termination for "Good Reason" under this Agreement, Executive must provide written notice to the Company of the existence of one or more of the above conditions within ninety (90) days of its initial existence and the Company must be provided thirty (30) days from the notice to remedy the condition. Notwithstanding the foregoing, a termination will not be considered a termination for "Good Reason" if (x) Executive's conduct is such that Executive's compensation is subject to clawback provisions under any policy or agreement of the Company, or pursuant to applicable law, statute, rule or regulation of any branch of the federal government, or (y) the event described in Section 6(e)(i) is caused by the intentional or reckless conduct of Executive.

(f) Section 409A Limit. "***Section 409A Limit***" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

7. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "***Company***" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 7 or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when sent electronically or personally delivered, when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, or when delivered by a private courier service such as UPS, DHL or Federal Express that has tracking capability. In the case of Executive, notices will be sent to the e-mail address or addressed to Executive at the home address, in either case which Executive most recently communicated to the Company in writing. In the case of the Company, electronic notices will be sent to the e-mail addresses of the Chief Executive Officer and the General Counsel and mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Executive Officer and its General Counsel.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 8 of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than ninety (90) days after the giving of such notice and expiration of any applicable cure period).

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, the Equity Agreements and the Confidentiality Agreement constitute the entire agreement of the parties with regard to the subject matter hereof and are intended by the parties to supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. For the avoidance of doubt, this Agreement supersedes and replaces the Prior Agreements in their entirety, and the Prior Agreements will terminate as of the Effective Date. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mentions this Agreement.

(e) Compensation Recovery. Notwithstanding anything in this Agreement to the contrary, Executive acknowledges and agrees that this Agreement and any compensation described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time, including to implement Section 10D of the Securities Exchange Act of 1934, as amended, and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the common stock of the Company may be traded) (the "***Compensation Recovery Policy***"), and that applicable sections of this Agreement and any related documents shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY	COMSCORE, INC.
	By:
	Name:
	Title:
	Date:
EXECUTIVE	By:
	Name:
	Date:

Signature Page to
Change of Control and Severance Agreement

COMSCORE, INC.

CHANGE OF CONTROL AND SEVERANCE AGREEMENT

This Change of Control and Severance Agreement (the "***Agreement***") is made and entered into by and between Mary Margaret Curry ("***Executive***") and comScore, Inc., a Delaware corporation (the "***Company***"), effective as of the date on which this Agreement has been executed by all parties hereto (the "***Effective Date***").

RECITALS

1. The Compensation Committee (the "***Committee***") of the Board of Directors of the Company (the "***Board***") believes that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, to provide Executive with an incentive to continue his or her employment, and to motivate Executive to maximize the value of the Company for the benefit of its stockholders.

2. The Committee believes that it is imperative to provide Executive with certain severance benefits upon Executive's termination of employment under certain circumstances. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

3. The Company and Executive desire to terminate the Change of Control Agreement, dated July 6, 2022, and the Severance Agreement, dated July 6, 2022, between the Company and Executive (collectively, the "***Prior Agreements***") in exchange for each party's entry into this Agreement.

4. Certain capitalized terms used in the Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until the earlier of (a) the date on which all of the obligations of the parties hereto with respect to this Agreement have been satisfied or (b) the date on which this Agreement is terminated by mutual written consent of the Company and Executive (the "***Term***").

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason during the Term, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, the payment of accrued but unpaid wages or other compensation, as required by law, as may otherwise be available in accordance with the Company's established employee plans, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same (including but not limited to the Prior Agreements); provided, however, that this Agreement shall not supersede any outstanding Equity Award agreements between Executive and the Company, which agreements shall remain in effect in accordance with their terms.

3. Severance Benefits.

(a) Termination without Cause or Resignation for Good Reason Absent a Change of Control. If the Company terminates Executive's employment with the Company without Cause (and not as a result of Executive's death or Disability) or if Executive resigns from such employment for Good Reason, and such termination occurs prior to or more than twelve (12) months after a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements (collectively, the "***Accrued Items***").

(ii) Severance Payment. Executive will be paid continuing payments of severance pay at a rate equal to Executive's base salary, as then in effect, for twelve (12) months from the date of such termination of employment, to be paid in equal installments in accordance with the Company's normal payroll policies; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. At such time as the Company pays short-term incentive awards to senior executives of the Company for the year in which Executive's termination occurs (but no later than March 15 of the following year), the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) Executive's target short-term incentive award for the year of termination of employment, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year. Notwithstanding the foregoing, for purposes of any termination occurring in 2026 only, Executive's benefit pursuant to this paragraph shall be equal to the product obtained by multiplying (A) $150,000, by (B) a fraction, the numerator of which is the total number of days that have elapsed during 2026 through the date of termination of employment and the denominator of which is 365.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the twelve (12)-month period coincident with the severance benefit period set forth above (the "***COBRA Continuation Period***"). The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his/her group health coverage in effect on the date of his/her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(b) Termination without Cause or Resignation for Good Reason in Connection with a Change of Control. If the Company terminates Executive's employment with the Company without Cause (and not as a result of Executive's death or Disability) or if Executive resigns from such employment for Good Reason, and such termination occurs on or within twelve (12) months after a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all Accrued Items.

(ii) Severance Payment. On the sixtieth (60^{th}) day following the termination of employment, Executive will receive a lump sum cash payment in an amount equal to twelve (12) months of Executive's base salary as in effect immediately prior to Executive's termination date or, if greater, at the level in effect immediately prior to the Change of Control; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. On the sixtieth (60^{th}) day following the termination of employment, the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) Executive's target short-term incentive award for the year of termination of employment, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year. Notwithstanding the foregoing, for purposes of any termination occurring in 2026 only, Executive's benefit pursuant to this paragraph shall be equal to the product obtained by multiplying (A) $150,000, by (B) a fraction, the numerator of which is the total number of days that have elapsed during 2026 through the date of termination of employment and the denominator of which is 365.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to COBRA within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the COBRA Continuation Period. The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his/her group health coverage in effect on the date of his/her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(v) Vesting Acceleration of Equity Awards. Except as otherwise provided in the applicable award agreement, Executive's then outstanding and unvested Equity Awards as of the date of the termination of employment will be subject to the following treatment (and otherwise be subject to the terms consistent with the applicable plan and award agreements, including the time for payment of such awards):

(A) Equity Awards that are not subject to the attainment of performance goals will become vested in full; and

(B) Equity Awards that are subject to the attainment of performance goals will become vested in an amount equal to either (a) the target number of shares subject to the Equity Award or (b) if at least fifty percent (50%) of the applicable performance period has been completed as of the date of termination and it would result in a greater number of shares becoming vested based on the degree of satisfaction of the applicable performance objectives though such date, the total number of shares that would have been earned had Executive remained employed through the end of the applicable performance period (as determined in good faith by the Committee), in each case less the number of shares that had already become vested as of the date of such termination of employment in respect of such Equity Award.

(c) Voluntary Resignation; Termination for Cause. If Executive's employment with the Company terminates voluntarily by Executive (other than for Good Reason) or for Cause by the Company, then Executive will not be entitled to receive severance or other benefits, except for (i) Accrued Items, and (ii) those benefits (if any) as may then be established under the Company's then-existing written benefits plans and practices or pursuant to other written agreements with the Company.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits, except for (i) Accrued Items, and (ii) those benefits (if any) as may then be established under the Company's then-existing written benefits plans and practices or pursuant to other written agreements with the Company.

(e) Exclusive Remedy. In the event of a termination of Executive's employment as set forth in Section 3, the provisions of Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive otherwise may be entitled, whether at law, tort or contract, in equity, or otherwise (other than as set forth in outstanding Equity Award agreements, the Accrued Items, or as required by law). Executive will be entitled to no other benefits, compensation or other payments or rights upon a termination of employment. For the avoidance of doubt, Executive will not be entitled to any benefits, compensation or other payments or rights under the Prior Agreements.

4. Conditions to Receipt of Severance.

(a) Release of Claims Agreement. The receipt of any severance payments or benefits pursuant to this Agreement (except for the Accrued Items) is subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company (the "***Release***") and in the time provided by the Company to do so, which Release must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "***Release Deadline***"). If the requirements of the previous sentence are not satisfied, Executive will forfeit any right to severance payments or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release has been timely returned to the Company and actually becomes effective and irrevocable. Except as required by Section 4(c) or as otherwise specified in Section 3, any severance payments or benefits under this Agreement will be paid, or, in the case of installments, will commence, in the first payroll following the effective date of the Release, but not later than fourteen (14) days following the effective date of the Release.

(b) Confidential Information and Invention Assignment Agreement. Executive's receipt of any payments or benefits under Section 3 (except for the Accrued Items) will be subject to Executive continuing to comply with the terms of the at-will employment, confidential information, restrictive covenant, invention assignment and arbitration agreement (the "***Confidentiality Agreement***") most recently entered into between the Company and Executive, as such agreement may be amended from time to time. Notwithstanding anything herein to the contrary, nothing in this Agreement, the Confidentiality Agreement or any other agreement between Executive and the Company shall prevent Executive from providing information to governmental authorities regarding possible legal violations or otherwise testifying, participating in or cooperating with any investigation or proceeding by any governmental authorities (in each case without notice to or authorization from the Company), and for purposes of clarity Executive is not prohibited from providing information voluntarily to the Securities and Exchange Commission (the "***SEC***") pursuant to Section 21F of the Securities Exchange Act of 1934, as amended.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the final regulations and any guidance promulgated thereunder ("***Section 409A***") (together, the "***Deferred Payments***") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) It is intended that none of the severance payments under this Agreement will constitute Deferred Payments but rather will be exempt from Section 409A as a payment that would fall within the "short-term deferral period" as described in Section 4(c)(iv) below or resulting from an involuntary separation from service as described in Section 4(c)(v) below. However, any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60^{th}) day following Executive's separation from service, or, if later, such time as required by Section 4(c)(iii). Except as required by Section 4(c)(iii), any installment payments that would have been made to Executive during the sixty (60)-day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60^{th}) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement.

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but before the six (6)-month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of Section 4(c)(i).

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments for purposes of Section 4(c)(i).

(vi) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition before actual payment to Executive under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of noncompliance with Section 409A.

(vii) To the extent any reimbursement or in-kind benefit provided under this Agreement is a Deferred Payment (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; (ii) the reimbursement of an eligible expense must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(d) Non-Disparagement. Following Executive's termination of employment, Executive shall not disparage the Company or otherwise take any action which could reasonably be expected to adversely affect the reputation of the Company. This paragraph will not prohibit Executive from making any disclosure required by law, engaging in the legal process, or providing truthful testimony in response to a subpoena or in any legal or administrative proceeding. Moreover, nothing in this Agreement or any other agreement between Executive and the Company shall prohibit or restrict Executive from (i) initiating communications with, providing information or making statements to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the SEC); (ii) complying with a subpoena or responding to any inquiry or legal process directed to Executive from any governmental agency; or (iii) making any disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing in this Agreement or any other agreement between Executive and the Company shall prohibit or restrict Executive from (i) disclosing or making statements about any claim or action for discrimination, harassment or retaliation or the underlying facts, circumstances or details of any claim or action for discrimination, harassment or retaliation; (ii) disclosing factual information related to any claim of discrimination to the attorney general, law enforcement, the Equal Employment Opportunity Commission, any state division of human rights, any local commission on human rights, any other governmental agency, or any attorney retained by Executive; or (iii) disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits. Further, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement or any other agreement between Executive and the Company shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in this Section 4(d) or to notify the Company that Executive has engaged in any such conduct.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Section 280G of the Code), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's independent public accountants immediately prior to a Change of Control or such other person or entity to which the parties mutually agree (the "***Accountants***"), whose determination will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 5. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "***Cause***" will mean:

(i) Executive's indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty by Executive;

(ii) a material breach by Executive of Executive's duties or of a Company policy that is not cured by Executive within thirty (30) days following written notice of same to Executive by the Company, to the extent such breach is curable; or

(iii) a commission of any act of dishonesty, embezzlement, theft, fraud or misconduct (including harassment) by Executive with respect to the Company, any of which in the good faith and reasonable determination of the Board or the Committee is materially detrimental to the Company, its business or its reputation.

(b) Change of Control. "***Change of Control***" will mean the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("***Person***"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change of Control; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this Section 6(b)(ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this Section 6(b)(iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of an entity that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

(c) Disability. "***Disability***" will mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his or her duties hereunder before the termination of his or her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Equity Awards. "***Equity Awards***" will mean Executive's then-outstanding stock options, stock appreciation rights, restricted stock units and other Company equity compensation awards.

(e) Good Reason. "***Good Reason***" will mean Executive's termination of employment within ninety (90) days following the expiration of any cure period (referenced below) following the occurrence of one or more of the following, without Executive's consent:

(i) A material diminution in Executive's base compensation (unless such reduction is done as part of a reduction program effective for all of the Company's senior level executives); or

(ii) the relocation of Executive's primary workplace to a location more than fifty (50) miles away from Executive's workplace in effect immediately prior to such relocation.

In addition, in order for a voluntary termination to be considered a termination for "Good Reason" under this Agreement, Executive must provide written notice to the Company of the existence of one or more of the above conditions within ninety (90) days of its initial existence and the Company must be provided thirty (30) days from the notice to remedy the condition. Notwithstanding the foregoing, a termination will not be considered a termination for "Good Reason" if (x) Executive's conduct is such that Executive's compensation is subject to clawback provisions under any policy or agreement of the Company, or pursuant to applicable law, statute, rule or regulation of any branch of the federal government, or (y) the event described in Section 6(e)(i) is caused by the intentional or reckless conduct of Executive.

(f) Section 409A Limit. "***Section 409A Limit***" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

7. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "***Company***" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 7 or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when sent electronically or personally delivered, when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, or when delivered by a private courier service such as UPS, DHL or Federal Express that has tracking capability. In the case of Executive, notices will be sent to the e-mail address or addressed to Executive at the home address, in either case which Executive most recently communicated to the Company in writing. In the case of the Company, electronic notices will be sent to the e-mail addresses of the Chief Executive Officer and the General Counsel and mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Executive Officer and its General Counsel.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 8 of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than ninety (90) days after the giving of such notice and expiration of any applicable cure period).

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, the Equity Agreements and the Confidentiality Agreement constitute the entire agreement of the parties with regard to the subject matter hereof and are intended by the parties to supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. For the avoidance of doubt, this Agreement supersedes and replaces the Prior Agreements in their entirety, and the Prior Agreements will terminate as of the Effective Date. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mentions this Agreement.

(e) Compensation Recovery. Notwithstanding anything in this Agreement to the contrary, Executive acknowledges and agrees that this Agreement and any compensation described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time, including to implement Section 10D of the Securities Exchange Act of 1934, as amended, and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the common stock of the Company may be traded) (the "***Compensation Recovery Policy***"), and that applicable sections of this Agreement and any related documents shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY COMSCORE, INC.

By: /s/ Sara Dunn

Name: Sara Dunn

Title: Chief People Officer

Date: Aug 9, 2026

EXECUTIVE By: /s/ Mary Margaret Curry

Name: Mary Margaret Curry

Date: Aug 10, 2026

SEPARATION AND GENERAL RELEASE AGREEMENT

This SEPARATION AND GENERAL RELEASE AGREEMENT (this “***Agreement***”) is entered into by and between Comscore, Inc., a Delaware corporation (the “***Company***”), and Steve Bagdasarian (“***Executive***”). The Company and Executive are each referred to herein individually as a “***Party***” and collectively as the “***Parties***.”

WHEREAS, Executive and the Company are parties to that certain Severance Agreement effective as of March 27, 2024 (the “***Severance Agreement***”);

WHEREAS, Executive and the Company have agreed that Executive’s employment with the Company will end on December 1, 2026, unless terminated earlier due to a termination by the Company for Cause (as defined in the Severance Agreement) or due to Executive’s resignation (the date that Executive’s employment with the Company ends, the “***Separation Date***”);

WHEREAS, the Company seeks to retain Executive prior to the Separation Date for the purpose of obtaining Executive’s assistance in transitioning his duties, and Executive wishes to provide such assistance;

WHEREAS, subject to the terms of this Agreement, the Parties wish for Executive to be eligible to receive certain severance payments and other benefits, which payments and benefits are conditioned upon Executive’s satisfaction of the terms of this Agreement; and

WHEREAS, the Parties wish to resolve any and all claims that Executive has or may have against the Company and any of the other Released Parties (as defined below), including any claims that Executive may have arising out of Executive’s employment or the end of such employment.

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Separation from Employment; Transition.

(a) The Parties acknowledge and agree that Executive’s employment with the Company will end on the Separation Date and, as of the Separation Date, Executive will not have any further employment relationship with the Company or any other Released Party.

(b) The Parties acknowledge and agree that, (i) as of the date the Parties enter into this Agreement, Executive will be deemed to have resigned as Chief Commercial Officer of the Company; and (ii) as of the Separation Date, Executive will be deemed to have resigned as an officer of the Company.

(c) Between the date the Parties enter into this Agreement and the Separation Date (the “***Transition Period***”), Executive will serve as Strategic Advisor to the CEO and will assist the Company in transitioning and performing, reasonably, the following duties only: (i) managing the Company’s creator relationships in the market; (ii) helping guide significant AEO opportunities, working in conjunction with the remaining commercial and product teams; and (iii) assisting with client management related to significant customer relationships and in-process commercial opportunities (collectively the “***Transition Services***”). During the Transition Period, Executive will continue to receive his regular base salary at a rate of $400,000 per year and will remain eligible to participate in the Company’s employee benefit programs on the same basis as the Company’s other senior executives. In addition, Executive will be eligible to earn a special performance bonus equal to $100,000 (the “***Transition Bonus***”), subject to his material performance of the Transition Services during the Transition Period, as reasonably determined in good faith by the Company (including, but not limited to, closing at least one of the AEO opportunities identified in Exhibit B to this Agreement). For clarity, Executive’s achievement of the Transition Bonus shall not be contingent upon revenue generation or the closing of any specific opportunity other than as specified in the previous sentence. If earned, the Transition Bonus shall be paid in a cash lump sum, less applicable tax withholdings, on January 15, 2027.

2. Separation Payment and Benefits.

(a) Provided that Executive (1) does not have his employment terminated by the Company for Cause (as defined in the Severance Agreement) or resign from employment prior to December 1, 2026, (2) honors Executive's material commitments as set forth herein, and (3) timely signs and returns the Confirming Release (as defined below), as described in Section 8 below (and does not exercise his revocation right as described in the Confirming Release), then:

(i) The Company shall provide Executive with a total severance payment of four hundred thousand dollars and no cents ($400,000), less applicable tax withholdings (the "***Severance Payment***"), which Severance Payment shall be paid in substantially equal installments on the Company's regular payroll dates between the Separation Date and the date that is twelve (12) months following the Separation Date; *provided, however*, that the first installment shall be paid on the Company's first payroll date that comes after the date that the Confirming Release has been timely signed and returned to the Company by Executive and the revocation period described in the Confirming Release has expired without Executive having exercised his revocation right (the date of such first payment, the "***First Installment Date***"), and such first installment shall include (without interest) the number of installments of the Severance Payment that Executive would have received between the Separation Date and the First Installment Date had there been no delay in payment; provided, further, in the event a "Change of Control" occurs (as such term is defined in the Change of Control Agreement, as defined below), all then-unpaid installments (to the fullest extent such accelerations do not trigger a violation of Section 409A, as defined below) shall be paid to Executive in a lump sum amount within three (3) days following the occurrence of such Change of Control.

(ii) The Company shall pay Executive a lump sum cash amount equal to the full-year short-term incentive award that Executive would have earned had Executive remained employed by the Company through the end of the 2026 calendar year based on the degree of satisfaction of the applicable performance objectives by the executive team as a whole, as determined in good faith by the Committee (as defined in the Severance Agreement). If earned, this bonus shall be paid, less applicable tax withholdings, at the time the Company pays short-term incentive awards to senior executives of the Company for the 2026 calendar year, but in no event later than March 15, 2027, provided, however, in the event a Change of Control occurs prior to such payment date, the 2026 Bonus shall be paid to Executive in a lump sum amount within three (3) days following the occurrence of such Change of Control.

(iii) During the portion, if any, of the eighteen (18) month period following the Separation Date (the "***Reimbursement Period***") that Executive elects to continue coverage for Executive and Executive's eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("***COBRA***"), the Company will reimburse Executive for the amount Executive pays to effect and continue such coverage (the "***COBRA Reimbursements***"), which COBRA Reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive acknowledges and agrees that the election of continuation coverage pursuant to COBRA and providing any premiums due to the Company with respect to such continuation coverage will remain Executive's sole responsibility. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the COBRA Reimbursements without potentially violating applicable law (including Section 2716 of the Public Health Service Act), the Company will, in lieu of the COBRA Reimbursements, provide to Executive a taxable monthly payment for the Reimbursement Period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his group health coverage in effect on the Separation Date, which amount will be based on the premium for the first month of COBRA coverage and which payments will be made regardless of whether Executive elects COBRA continuation coverage. Notwithstanding the foregoing, with respect to the portion of the Reimbursement Period following the date that is twelve (12) months after the Separation Date, Executive shall only be eligible to receive the COBRA Reimbursements until the earlier of: (A) the last day of the Reimbursement Period; or (B) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and Executive shall promptly report any such eligibility to the Company). For the avoidance of doubt, Executive shall be eligible to receive the COBRA Reimbursements for the first twelve (12) months of the Reimbursement Period regardless of whether Executive is eligible to receive coverage under a group health plan sponsored by another employer.

(iv) The award granted to Executive pursuant to the terms of that certain Cash Incentive Plan Participation Agreement between Executive and the Company made as of May 15, 2026 (the “***CIP Agreement***”) will become fully vested and nonforfeitable upon the effective date of the Confirming Release.

(v) The Company will also promptly reimburse Executive for up to $10,000 of reasonable and documented legal fees and related expenses incurred by Executive in connection with the drafting, negotiation and execution of (i) this Agreement and (ii) all other related documents, which Executive was admonished to do, including but not limited to in Section 7(d) of this Agreement.

Executive expressly acknowledges and agrees that the severance pay and benefits set forth in Section 2(a) above represent the entirety of the severance pay and benefits for which he is eligible pursuant to the Severance Agreement, and that he has no further rights to any severance pay or benefits from any Released Party (whether pursuant to the Severance Agreement or otherwise).

(b) Notwithstanding anything in this Agreement to the contrary, Executive acknowledges and agrees that this Agreement and any payments and benefits described herein are subject to the terms and conditions of the Company’s clawback policy as may be in effect from time to time, including to implement Section 10D of the Securities Exchange Act of 1934 and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the common stock of the Company may be traded) (the “***Compensation Recovery Policy***”), and that applicable sections of this Agreement and any related documents shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

3. Treatment of Outstanding Equity Awards.

(a) *Restricted Stock Unit Award*. The Company granted Executive 5,000 restricted stock units (the “***RSUs***”) pursuant to the terms of that certain Restricted Stock Units Award Agreement between Executive and the Company made as of September 26, 2022 (the “***RSU Agreement***”) and the Comscore, Inc. 2018 Equity and Incentive Compensation Plan, as amended (the “***Plan***”). As of the date of this Agreement, 3,750 RSUs have vested and been distributed, and 1,250 RSUs are scheduled to vest on September 26, 2026. In accordance with the terms of the RSU Agreement, Executive will forfeit any RSUs that remain unvested as of the Separation Date.

(b) *Stock Option Award*. The Company granted Executive 6,400 options to purchase shares of Company common stock (the “***Options***”) pursuant to the terms of that certain Stock Option Grant Notice between Executive and the Company made as of November 9, 2022 (the “***Option Agreement***”) and the Plan. As of the date of this Agreement, 4,800 Options have vested, and 1,600 Options are scheduled to vest on September 26, 2026. In accordance with the terms of the Option Agreement, all vested Options as of the Separation Date will continue to be exercisable pursuant to the terms of the Option Agreement and Executive will forfeit any Options that remain unvested as of the Separation Date.

4. Satisfaction of All Leaves and Payment Amounts. In entering into this Agreement, Executive expressly acknowledges and agrees that, with the exception of any base salary earned by Executive in the pay period in which he signs this Agreement (if such base salary has not been paid as of the time that Executive executes this Agreement) and (i) any base salary or Transition Bonus to which Executive may be entitled as a result of services performed between the date he signs this Agreement and the Separation Date, and (ii) those sums to which Executive may be entitled following the date that Executive signs this Agreement pursuant to Sections 2 and 3 above, Executive has been paid in full all bonuses, been provided all benefits, and otherwise received all wages, compensation and other sums that Executive has been owed by the Company and each other Released Party. Executive further acknowledges and agrees that Executive has received all leaves (paid and unpaid) that Executive has been entitled to receive from each Released Party.

5. Release of Liability for Claims.

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Executive hereby forever releases, discharges and acquits the Company, its present and former subsidiaries and other affiliates, and each of the foregoing entities' respective past, present and future subsidiaries, affiliates, stockholders, members, partners, directors, officers, managers, employees, agents, attorneys, heirs, predecessors, successors and representatives in their personal and representative capacities, as well as all employee benefit plans maintained by the Company or any of its affiliates and all fiduciaries and administrators of any such plans, in their personal and representative capacities (each a "***Released Party***" and, collectively, the "***Released Parties***"), from liability for, and Executive hereby waives, any and all claims, damages or causes of action of any kind, whether known or unknown, related to Executive's employment with any Released Party, the termination of such employment, the ownership of equity in the Company, and any other acts or omissions related to any matter on or prior to the date that Executive executes this Agreement, whether arising under federal or state laws or the laws of any other jurisdiction, including (i) any alleged violation through such date of: (A) any federal, state or local anti-discrimination or anti-retaliation law, including Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, and the Americans with Disabilities Act of 1990; (B) the Employee Retirement Income Security Act of 1974 ("***ERISA***"); (C) the Immigration Reform and Control Act; (D) the Family and Medical Leave Act of 1993; (E) any federal, state or local wage and hour law; (F) the Securities Act of 1933; (G) the Securities Exchange Act of 1934; (H) the Investment Advisers Act of 1940; (I) the Investment Company Act of 1940; (J) the Private Securities Litigation Reform Act of 1995; (K) the Sarbanes-Oxley Act of 2002; (L) the Wall Street Reform and Consumer Protection Act of 2010; (M) the New York State Human Rights Law, the New York Labor Law, the New York Retaliatory Action By Employers Law, the New York State Worker Adjustment and Retraining Notification Act, Section 125 of the New York Workers' Compensation Law, Article 23-A of the New York Correction Law, the New York Civil Rights Law, the New York Wage-Hour Law, the New York Workers' Compensation Law, the New York Wage Payment Law, the New York City Human Rights Law, the New York City Earned Sick Leave Law, the Maine Human Rights Act, the Maine Whistleblowers' Protection Act, the Maine Family Medical Leave Requirements Act, the Maine Earned Paid Leave Law, the Maine Equal Pay Law, the Maine Wage Payment Laws, the Maine Severance Pay Act, the Maine Employment Practices Law and other provisions of Title 26, Maine Revised Statutes, the Maine Workers' Compensation Act, including any claim for discrimination or retaliation arising thereunder, and the Maine Genetic Information Nondiscrimination provisions; (N) any other applicable state employment and securities laws; (O) any other local, state or federal law, regulation, ordinance or orders which may have afforded any legal or equitable causes of action of any nature; (P) any public policy, contract, tort or common law claim, including any claim for defamation, emotional distress, fraud or misrepresentation of any kind, promissory estoppel, breach of any implied duty of good faith and fair dealing, breach of implied or express contract, breach of fiduciary duty or wrongful discharge; or (Q) any claim, whether direct or derivative, arising from being a shareholder of the Company or any other

Released Party; (ii) any allegation for costs, fees or other expenses including attorneys' fees incurred in, or with respect to, a Released Claim; (iii) any and all rights, benefits or claims Executive may have under any employment contract (including the Severance Agreement and Executive's Change of Control Agreement effective as of March 27, 2024 (the "***Change of Control Agreement***")), any incentive or compensation plan or agreement (including the Plan and the award agreements thereunder (including the Option Agreement and the RSU Agreement) and the CIP Agreement), or under any other benefit plan, program or practice; and (iv) any claim for compensation, damages or benefits of any kind not expressly set forth in this Agreement (collectively, the "***Released Claims***"). This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for any consideration received by Executive hereunder, any and all potential claims of this nature that Executive may have against any of the Released Parties, regardless of whether they actually exist, are expressly settled, compromised and waived. **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE RELEASED PARTIES**.

(b) In no event shall the Released Claims include (i) any claim that arises after the date this Agreement is executed by Executive; (ii) any claim to vested benefits under an employee benefit plan that is subject to ERISA (e.g., 401(k) benefits, group health benefits, etc.); (iii) any claims that cannot be waived as a matter of law, including claims for unemployment compensation benefits, Medicaid benefits, workers' compensation insurance benefits or other public benefits to which Executive may be entitled; (iv) reimbursement for business expenses incurred prior to the Separation Date in accordance with any Company business expense policies (as applicable); (v) Executive's rights to be indemnified and advanced for all claims or proceedings, or threatened claims or proceedings, that arise out of or relate to his service as an officer or employee of the Company, including attorneys' fees, in accordance with the Indemnification Agreement, dated as of November 1, 2023, by and between Executive and the Company (the "***Indemnification Agreement***"); and (vi) any rights Executive may have to enforce the terms of this Agreement or any other agreement incorporated herein by reference under Section 14.

(c) Notwithstanding this release of liability, *nothing in this Agreement prevents Executive from filing any non-legally waivable claim, including a challenge to the validity of this Agreement, with the Equal Employment Opportunity Commission, Securities and Exchange Commission, or any other federal, state or local governmental agency or commission (each a "**Governmental Agency**" and collectively "**Governmental Agencies**") or participating in (or cooperating with) any investigation or proceeding conducted by any Governmental Agency; however, Executive understands and agrees that, to the extent permitted by law, Executive is waiving any and all rights to recover any monetary or personal relief or recovery from any Released Party as a result of a Governmental Agency proceeding or subsequent legal actions*. Nothing herein waives or limits (and the Released Claims do not include) Executive's right to receive an award for information provided to a Governmental Agency (including, for the avoidance of doubt, any monetary award or bounty from any Governmental Agency or regulatory or law enforcement authority in connection with any protected "whistleblower" activity) and nothing herein or in any other agreement between Executive and any Released Party shall prohibit or restrict Executive from (x) initiating communications with, providing information or making statements to, causing information to be provided to, or otherwise assisting in an investigation by, any Governmental Agency; (y) complying with a subpoena or responding to any inquiry or legal process directed to Executive from any Governmental Agency; or (z) making any disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing herein (or in the NDA (as defined below)) prevents or restricts Executive from (i) disclosing or making statements about any claim or action for discrimination, harassment or retaliation or the underlying facts, circumstances or details of any claim or action for discrimination, harassment or retaliation; (ii) disclosing factual information related to any claim of discrimination to the attorney general, law enforcement, the Equal Employment Opportunity Commission, any state division of human rights (including the New York Division of Human Rights), any state or local commission on human rights (including the Maine Human Rights Commission), any governmental agency, or any attorney retained by Executive; or (iii) disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits. Nothing in this Agreement or in any other agreement between Executive and any Released Party requires Executive to obtain prior authorization before engaging in any conduct described in this Section 5(c) or to notify any Released Party that Executive has engaged in any such conduct.

6. Representation about Claims. Executive represents and warrants that Executive has made no assignment, sale, delivery, transfer or conveyance of any claims Executive has asserted or may have against any of the Released Parties with respect to any Released Claim.

7. Executive's Acknowledgments; Advice to Consult with Legal Counsel. *This is an important legal document, and the Company hereby advises Executive to consult with a lawyer of Executive's choosing before signing this Agreement.* By executing and delivering this Agreement, Executive expressly acknowledges and represents that:

(a) Executive's employment with the Company will end no later than December 1, 2026;

(b) Executive has carefully read this Agreement;

(c) Executive has had sufficient time to consider this Agreement before its execution and delivery to the Company;

(d) Executive has been advised, and hereby is advised in writing, to discuss this Agreement with an attorney before signing this Agreement, and Executive has had adequate opportunity to do so prior to executing this Agreement;

(e) Executive fully understands the final and binding effect of this Agreement, and the only promises made to Executive to sign this Agreement are those stated herein;

(f) Executive is signing this Agreement knowingly, voluntarily and of Executive's own free will; Executive relies on Executive's own judgment in entering into this Agreement; and Executive understands and agrees to each of the terms of this Agreement;

(g) The only matters relied upon by Executive and causing Executive to sign this Agreement are the provisions set forth in writing within the four corners of this Agreement, and in entering this Agreement, Executive has not relied on any representation or statement, written or oral, of any Released Party or Released Party's agent that is not set forth in this Agreement; and

(h) No Released Party has provided any tax or legal advice regarding this Agreement and Executive has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Executive's own choosing such that Executive enters into this Agreement with full understanding of the tax and legal implications thereof.

8. Reaffirmation of Release. On the Separation Date or within 21 days thereafter, Executive shall execute the Confirming Release Agreement that is attached as Exhibit A (the "***Confirming Release***") and return his executed Confirming Release to the Company pursuant to the notice provision set forth in Section 21 below, so that it is received by Company no later than 21 days after the Separation Date. Executive acknowledges and agrees that this provides sufficient time to consider the Confirming Release. Executive further acknowledges and agrees that, as a condition of receiving the compensation and benefits described in Section 2, he is required to timely execute and return the Confirming Release and not exercise his revocation right as described therein.

9. Return of Property. Executive warrants that, within five (5) days following the Separation Date, he will have returned to the Company all property belonging to the Company or any of its affiliates, including all documents, computer files and other electronically stored information, client materials and other materials provided to Executive by the Company or any of its affiliates in the course of Executive's employment, and Executive further represents and warrants that Executive has not maintained a copy of any such materials in any form; provided, however, that Executive may retain copies (in any form) of his Rolodex, address book and similar contact information. For the avoidance of doubt, this Section 9 shall not interfere with Executive's rights to retain copies of any documents or data (in any form) relating to Executive's compensation and benefits (including, without limitation, copies of this Agreement and any documents relating to any of Executive's equity-based award rights or other compensation and benefits) and/or discuss the same with Executive's advisors or immediate family (in each case, on a confidential basis).

10. Mutual Non-Disparagement; Press Release/Internal Communication. Executive agrees not to disparage the Company or any other Released Party or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of any Released Party. The Company shall instruct its executive officers and directors not to disparage Executive or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Executive. Nothing in this Section 10 shall prohibit or restrict any person from (a) engaging in any activity permitted by Section 5(c) above, (b) engaging in the legal process or making any disclosure required by law, or (c) providing truthful testimony in response to a subpoena or in any legal or administrative proceeding. Prior to issuing a press release or internal communication with respect to Executive's separation, cessation of employment with the Company, or this Agreement, the Company and Executive shall mutually agree on the content of such press release or internal communication.

11. Applicable Law. This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Delaware without reference to the principles of conflicts of law thereof.

12. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be subject to the arbitration and dispute resolution provisions set forth in Section 11 of that certain At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement executed by Executive on August 26, 2022 (the "***NDA***"). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY OR A COURT TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Counterparts. This Agreement may be executed in one or more counterparts (including electronic counterparts), each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

14. Amendment; Entire Agreement. Subject to Section 16 below, this Agreement may not be changed orally but only by an agreement in writing agreed to and signed by the Party to be charged. This Agreement (along with the NDA, the Plan, the Option Agreement, the RSU Agreement, the CIP Agreement, and the Indemnification Agreement) constitutes the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, between Executive and any Released Party with regard to the subject matter hereof; provided, however, this Agreement complements and is in addition to (and does not supersede or replace) all other obligations of Executive (whether such obligations arise by contract, statute, common law, or otherwise) with respect to confidentiality and non-disclosure, non-disparagement, return of property, non-competition and non-solicitation. For the avoidance of doubt, Executive acknowledges and agrees that the Company's provision of the consideration set forth in Section 2 above will fully and finally satisfy any and all rights that Executive ever could have pursuant to the Severance Agreement and the Change of Control Agreement, and Executive shall not be entitled to any payments or benefits pursuant to the Severance Agreement or the Change of Control Agreement in addition to the payments described in Section 2 above.

15. Third-Party Beneficiaries. Executive expressly acknowledges and agrees that each Released Party that is not a signatory to this Agreement shall be a third-party beneficiary of Executive's releases, representations and covenants herein and shall be entitled to enforce such releases, representations and covenants as if a party hereto.

16. Severability and Modification. Any term or provision of this Agreement (or parts thereof) that renders such term or provision (or part thereof) or any other term or provision (or part thereof) of this Agreement invalid or unenforceable in any respect shall be severable and shall be modified or severed to the extent necessary to avoid rendering such term or provision (or part thereof) invalid or unenforceable, and such severance or modification shall be accomplished in the manner that most nearly preserves the benefit of the Parties' bargain hereunder.

17. Withholding of Taxes and Other Deductions. The Company may withhold from any payments made pursuant to this Agreement all federal, state, local, and other taxes and withholdings as may be required by any law or governmental regulation or ruling.

18. Continued Effectiveness of Restrictive Covenants.

(a) Executive expressly recognizes the enforceability and effectiveness of the covenants in the NDA and promises to abide by such covenants following the date Executive enters into this Agreement; provided, however, that the Company shall consider in good faith any waivers to Section 7(c) or 7(d) of the NDA that Executive may request.

(b) For the avoidance of doubt, nothing in this Agreement or the NDA shall prohibit or restrict Executive from engaging in any activity permitted by Section 5(c) above. Further, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

19. Section 409A.

(a) For purposes of Section 409A of the Internal Revenue Code of 1986 ("***Section 409A***"), each installment payment provided under this Agreement shall be treated as a separate payment. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Executive's taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, provided that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code of 1986 solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(b) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be considered deferred compensation under Section 409A, then such payment or benefit shall not be paid or otherwise provided unless Executive has incurred a "separation from service" within the meaning of Section 409A, and further, if any such payment or benefit would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the Separation Date (such date, the "***Section 409A Payment Date***"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date.

(c) Notwithstanding the foregoing or any other provision of this Agreement, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any Released Party be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

20. Interpretation. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. All references herein to a statute, agreement, instrument or other document shall be deemed to refer to such statute, agreement, instrument or other document as amended, supplemented, modified and restated from time to time. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The use herein of the word "including" or "include" or "includes" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

21. Notices. All notices and other communications under this Agreement must be in writing and must be given by personal delivery, email transmission, or certified or registered mail with return receipt requested, and sent to the respective persons below:

If to the Company: comScore, Inc.
Attention: Sara Dunn, Chief People Officer
11950 Democracy Drive, Suite 600
Reston, Virginia 20190
E-mail: [ ]

If to Executive: Steve Bagdasarian
[ ]
[ ]
E-mail: [ ]

With copy to: Vedder
Attn: Alexander Leonard, Esq.
1633 Broadway, Floor 31
New York, NY 10019
[ ]

Any Party may change such Party's address for notice by notice duly given pursuant to this Section 21.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth beneath their names below, effective for all purposes as provided above.

STEVE BAGDASARIAN

/s/ Steve Bagdasarian

Date: Aug 10, 2026

COMSCORE, INC.

By: /s/ Sara Dunn
Name: Sara Dunn
Title: Chief People Officer

Date: Aug 10, 2026

[Signature page to Separation and General Release Agreement]

EXHIBIT A

CONFIRMING RELEASE AGREEMENT

This Confirming Release Agreement (the "***Confirming Release***") is that certain Confirming Release referenced in Section 8 of the Separation and General Release Agreement (the "***Separation Agreement***"), entered into by and between Comscore, Inc., a Delaware corporation (the "***Company***"), and Steve Bagdasarian ("***Executive***"). Pursuant to Section 8 of the Separation Agreement, this Confirming Release will be executed on the Separation Date or within 21 days thereafter. Unless sooner revoked by Executive pursuant to the terms of Section 5 below, this Confirming Release becomes effective on the eighth day after Executive signs it. Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Separation Agreement. In signing below, Executive agrees as follows:

1. Release of Claims.

(a) For good and valuable consideration, including the Company's agreement to provide the consideration set forth in Section 2 of the Separation Agreement (and any portion thereof), Executive hereby forever releases, discharges and acquits the Company, its present and former subsidiaries and other affiliates, and each of the foregoing entities' respective past, present and future subsidiaries, affiliates, stockholders, members, partners, directors, officers, managers, employees, agents, attorneys, heirs, predecessors, successors and representatives in their personal and representative capacities, as well as all employee benefit plans maintained by the Company or any of its affiliates and all fiduciaries and administrators of any such plans, in their personal and representative capacities (each a "***Confirming Released Party***" and, collectively, the "***Confirming Released Parties***"), from liability for, and Executive hereby waives, any and all claims, damages or causes of action of any kind, whether known or unknown, related to Executive's employment with any Confirming Released Party, the termination of such employment, the ownership of equity in the Company, and any other acts or omissions related to any matter on or prior to the date that Executive executes this Confirming Release, whether arising under federal or state laws or the laws of any other jurisdiction, including (i) any alleged violation through such date of: (A) any federal, state or local anti-discrimination or anti-retaliation law, including the Age Discrimination in Employment Act (including as amended by the Older Workers Benefit Protection Act), Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, and the Americans with Disabilities Act of 1990; (B) the Employee Retirement Income Security Act of 1974 ("***ERISA***"); (C) the Immigration Reform and Control Act; (D) the Family and Medical Leave Act of 1993; (E) any federal, state or local wage and hour law; (F) the Securities Act of 1933; (G) the Securities Exchange Act of 1934; (H) the Investment Advisers Act of 1940; (I) the Investment Company Act of 1940; (J) the Private Securities Litigation Reform Act of 1995; (K) the Sarbanes-Oxley Act of 2002; (L) the Wall Street Reform and Consumer Protection Act of 2010; (M) the New York State Human Rights Law, the New York Labor Law, the New York Retaliatory Action By Employers Law, the New York State Worker Adjustment and Retraining Notification Act, Section 125 of the New York Workers' Compensation Law, Article 23-A of the New York Correction Law, the New York Civil Rights Law, the New York Wage-Hour Law, the New York Workers' Compensation Law, the New York Wage Payment Law, the New York City Human Rights Law, the New York City Earned Sick Leave Law, the Maine Human Rights Act, the Maine Whistleblowers' Protection Act, the Maine Family Medical Leave Requirements Act, the Maine Earned Paid Leave Law, the Maine Equal Pay Law, the Maine Wage Payment Laws, the Maine Severance Pay Act, the Maine Employment Practices Law and other provisions of Title 26, Maine Revised Statutes, the Maine Workers' Compensation Act, including any claim for discrimination or retaliation arising thereunder, and the Maine Genetic Information Nondiscrimination provisions; (N) any other applicable state employment and securities laws; (O) any other local, state or federal law, regulation, ordinance or orders which may have afforded any legal or equitable causes of action of any nature; (P) any public policy, contract, tort or common law claim, including any claim for defamation, emotional distress, fraud or misrepresentation of any kind, promissory estoppel, breach of any implied duty of good faith and fair dealing, breach of implied or express contract, breach of fiduciary duty or wrongful discharge; or (Q) any claim, whether direct or derivative, arising from being a shareholder of the Company or any other Confirming Released Party; (ii) any allegation for costs, fees or other expenses including attorneys' fees incurred in, or with respect to, a Further Released Claim (as defined below); (iii) any and all rights, benefits or claims Executive may have under any employment contract (including the Severance Agreement and the Change of Control Agreement), any incentive or compensation plan or agreement (including the Plan and the award agreements thereunder (including the Option Agreement and the RSU Agreement) and the CIP Agreement), or under any other benefit plan, program or practice; and (iv) any claim for compensation, damages or benefits of any kind not expressly set forth in the Separation Agreement (collectively, the "***Further Released Claims***"). This Confirming Release is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for any consideration received by Executive under the Separation Agreement, any and all potential claims of this nature that Executive may have against any of the Confirming Released Parties, regardless of whether they actually exist, are expressly settled, compromised and waived. **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE CONFIRMING RELEASED PARTIES**.

(b) In no event shall the Further Released Claims include (i) any claim that arises after the date this Confirming Release is executed by Executive; (ii) any claim to vested benefits under an employee benefit plan that is subject to ERISA (e.g., 401(k) benefits, group health benefits, etc.); (iii) any claims that cannot be waived as a matter of law, including claims for unemployment compensation benefits, Medicaid benefits, workers' compensation insurance benefits or other public benefits to which Executive may be entitled; (iv) reimbursement for business expenses incurred prior to the Separation Date in accordance with any Company business expense policies (as applicable); (v) Executive's rights to be indemnified and advanced for all claims or proceedings, or threatened claims or proceedings, that arise out of or relate to his service as an officer or employee of the Company, including attorneys' fees, in accordance with the Indemnification Agreement; and (vi) any rights Executive may have to enforce the terms of this Confirming Release and/or the Separation Agreement, or any other agreement incorporated by reference under Section 14 of the Separation Agreement.

(c) Notwithstanding this release of liability, *nothing in this Confirming Release prevents Executive from filing any non-legally waivable claim, including a challenge to the validity of this Confirming Release, with the Equal Employment Opportunity Commission, Securities and Exchange Commission, or any other federal, state or local governmental agency or commission (each a "**Governmental Agency**" and collectively "**Governmental Agencies**") or participating in (or cooperating with) any investigation or proceeding conducted by any Governmental Agency; however, Executive understands and agrees that, to the extent permitted by law, Executive is waiving any and all rights to recover any monetary or personal relief or recovery from any Confirming Released Party as a result of a Governmental Agency proceeding or subsequent legal actions.* Nothing herein waives or limits (and the Further Released Claims do not include) Executive's right to receive an award for information provided to a Governmental Agency (including, for the avoidance of doubt, any monetary award or bounty from any Governmental Agency or regulatory or law enforcement authority in connection with any protected "whistleblower" activity) and nothing herein or in any other agreement between Executive and any Confirming Released Party shall prohibit or restrict Executive from (x) initiating communications with, providing information or making statements to, causing information to be provided to, or otherwise assisting in an investigation by, any Governmental Agency; (y) complying with a subpoena or responding to any inquiry or legal process directed to Executive from any Governmental Agency; or (z) making any disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing herein (or in the NDA) prevents or restricts Executive from (i) disclosing or making statements about any claim or action for discrimination, harassment or retaliation or the underlying facts, circumstances or details of any claim or action for discrimination, harassment or retaliation; (ii) disclosing factual information related to any claim of discrimination to the attorney general, law enforcement, the Equal Employment Opportunity Commission, any state division of human rights (including the New York Division of Human Rights), any state or local commission on human rights (including the Maine Human Rights Commission), any governmental agency, or any attorney retained by Executive; or (iii) disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits. Nothing in this Confirming Release or in any other agreement between Executive and any Confirming Released Party requires Executive to obtain prior authorization before engaging in any conduct described in this Section 1(c) or to notify any Confirming Released Party that Executive has engaged in any such conduct.

2. Representation about Claims. Executive represents and warrants that Executive has made no assignment, sale, delivery, transfer or conveyance of any claims Executive has asserted or may have against any of the Confirming Released Parties with respect to any Further Released Claim.

3. Satisfaction of All Leaves and Payment Amounts. Executive acknowledges and agrees that, with the exception of any base salary or Transition Bonus earned by Executive in the pay period in which the Separation Date occurred (if such base salary or Transition Bonus has not been paid as of the time that Executive executes this Confirming Release) and any sums to which Executive may be entitled following the date that Executive signs this Confirming Release pursuant to Sections 2 and 3 of the Separation Agreement, Executive has been paid in full all bonuses, been provided all benefits, and otherwise received all wages, compensation and other sums that Executive has been owed by the Company and each other Confirming Released Party. Executive further acknowledges and agrees that Executive has received all leaves (paid and unpaid) that Executive has been entitled to receive from each Confirming Released Party.

4. Executive's Acknowledgments; Advice to Consult with Legal Counsel. *This is an important legal document, and the Company hereby advises Executive to consult with a lawyer of Executive's choosing before signing this Confirming Release.* By executing and delivering this Confirming Release, Executive expressly acknowledges and represents that:

(a) Executive has carefully read this Confirming Release;

(b) Executive has had sufficient time (and at least twenty-one (21) days) to consider this Confirming Release before its execution and delivery to the Company, and if Executive executes this Confirming Release before the end of such consideration period, Executive acknowledges that such decision was entirely voluntary and Executive had the opportunity to consider this Confirming Release for the entire 21-day period;

(c) Executive understands that the release of claims herein includes a release of all claims arising under the Age Discrimination in Employment Act, a federal statute that prohibits employers from discriminating against employees age 40 and over on the basis of age;

(d) Executive is receiving, pursuant to the Separation Agreement and Executive's execution of this Confirming Release, consideration in addition to anything of value to which Executive is already entitled;

(e) Executive has been advised, and hereby is advised in writing, to discuss this Confirming Release with an attorney before signing this Confirming Release, and Executive has had adequate opportunity to do so prior to executing this Confirming Release;

(f) Executive fully understands the final and binding effect of this Confirming Release, and the only promises made to Executive to sign this Confirming Release are those stated herein and in the Separation Agreement;

(g) Executive is signing this Confirming Release knowingly, voluntarily and of Executive's own free will; Executive relies on Executive's own judgment in entering into this Confirming Release; and Executive understands and agrees to each of the terms of this Confirming Release;

(h) The only matters relied upon by Executive and causing Executive to sign this Confirming Release are the provisions set forth in writing within the four corners of this Confirming Release and the Separation Agreement, and in entering this Confirming Release, Executive has not relied on any representation or statement, written or oral, of any Confirming Released Party or Confirming Released Party's agent that is not set forth in this Confirming Release or the Separation Agreement; and

(i) No Confirming Released Party has provided any tax or legal advice regarding this Confirming Release or the Separation Agreement, and Executive has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Executive's own choosing such that Executive enters into this Confirming Release with full understanding of the tax and legal implications thereof.

5. Revocation Right. Executive has seven (7) days after signing this Confirming Release to revoke it (such seven-day period being referred to herein as the "***Confirming Release Revocation Period***"). This Confirming Release will not become effective or enforceable unless the Confirming Release Revocation Period has expired without Executive exercising Executive's revocation right. To be effective, such revocation must be in writing received by the Company, care of Sara Dunn, Chief People Officer, via e-mail at sdunn@comscore.com so that it is received by Ms. Dunn no later than 11:59 p.m. in the time zone in which Executive resides, on the last day of the Confirming Release Revocation Period. If an effective revocation is delivered in the foregoing manner and timeframe, then no consideration shall be provided to Executive pursuant to Section 2 of the Separation Agreement, and this Confirming Release shall be of no force or effect, but the remaining provisions of the Separation Agreement (other than Section 2 thereof) shall remain in full force and effect.

6. Return of Property. Executive warrants that Executive has returned to the Company all property belonging to the Company or any other Confirming Released Party, including all documents, computer files and other electronically stored information, client materials and other materials provided to Executive by the Company or any other Confirming Released Party in the course of Executive's employment, and Executive further represents and warrants that Executive has not maintained a copy of any such materials in any form; provided, however, that Executive may retain copies (in any form) of his Rolodex, address book and similar contact information. For the avoidance of doubt, this Section 6 shall not interfere with Executive's rights to retain copies of any documents or data (in any form) relating to Executive's compensation and benefits (including, without limitation, copies of the Separation Agreement, this Confirming Release, and any documents relating to any of Executive's equity-based award rights or other compensation and benefits) and/or discuss the same with Executive's advisors or immediate family (in each case, on a confidential basis).

EXECUTIVE HAS CAREFULLY READ THIS CONFIRMING RELEASE, FULLY UNDERSTANDS THIS CONFIRMING RELEASE, AND SIGNS IT AS EXECUTIVE'S OWN FREE ACT.

Steve Bagdasarian

Date:

Exhibit 99.1

FOR IMMEDIATE RELEASE

Comscore Announces ROI Strategy to Transform the Business

Centers around three core objectives: Realign the Business, Optimize the Organization and Invest in Future Growth

Restructuring efforts expected to eliminate $20 to $25 million in annual run-rate costs

RESTON, Va., August 11, 2026 – Comscore, Inc. (Nasdaq: SCOR), a trusted partner for planning, transacting and evaluating media across platforms, today announced the launch of its ROI Strategy, a transformational plan to realign the business, optimize how the Company operates, and invest in focused long-term growth opportunities. The strategy is designed to lower and create more flexibility in the Company's cost base, simplify how Comscore does business internally and externally, sharpen accountability, and concentrate resources on the products and opportunities that can create durable long-term value.

Objectives:

- Lower, More Flexible Cost Base: Streamlining corporate costs, expanding the use of offshore resources for repeatable operations, and reducing areas of complexity that do not match the Company's current strategic priorities.
- Sharper Organizational Culture & Focus: Building operating discipline, urgency, accountability and ownership mindsets across client service, product development, commercial programs and cross-functional execution.
- Simplifying the Operating Model: Streamlining legacy business costs and underused product features, while optimizing pricing and contract structures to support more sustainable economics.
- Strategic Product Development Mindset: Shifting product development toward reusable, scalable solutions rather than bespoke customizations.
- Disciplined Reallocation of Investments: Applying clearer standards for strategic alignment, commercial viability, execution feasibility and opportunity cost so resources are directed toward the highest-value priorities.
- Investing in Future Growth: Investing in cross-platform intelligence, activation expansion, creator and AI solutions, infrastructure, systems, culture and talent.

"Since assuming the leadership role at Comscore, I have spent significant time evaluating our business, our product portfolio, our organizational structure, and the opportunities we believe can create the greatest value for our customers, employees and shareholders," said Matt McLaughlin, CEO of Comscore. "What is clear is that Comscore has tremendous assets, intelligent algorithms and long-standing client relationships, but we are not yet organized or focused in the way required to fully leverage that value. The issue is not effort. The issue is focus, accountability, scalability and investment capacity. We must do better, and the ROI Strategy is designed to help us do that."

McLaughlin added, "Today we are announcing a significant set of transformation initiatives designed to address our cost structure, culture, operating model and investment discipline. To accomplish this, we must first realign the business and level-set costs to our current revenue base. This includes a substantial headcount reduction as well as additional initiatives to simplify areas of complexity and rationalize our international commercial footprint. These were difficult but necessary actions, and we expect to see the financial impact as we progress through fiscal 2027."

McLaughlin concluded, "The next phase is to optimize how we operate and invest in the future. We plan to streamline legacy activities, align data costs with current usage and strategic value, improve pricing and contract structures, and shift product development toward scalable solutions rather than bespoke activity. The purpose is not to do the same work with fewer people. The purpose is to focus resources more clearly on the areas where Comscore can create durable value. Lastly, we need to invest in our people, systems and growth opportunities to drive long-term value for all of our stakeholders. We believe our ability to combine cross-channel intelligence with channel-level enablement positions us to set the standard for modern measurement."

2026 Financial Impact

Based on the realignment plan announced today, the Company expects to generate between $20 and $25 million in annual run-rate cost savings related to the reduction in the current workforce. The one-time costs associated with the plan, consisting primarily of severance, termination benefits and other employee compensation-related costs, are estimated to range between $7 and $9 million. Comscore plans to use a portion of these savings to hire key leaders who will play a critical role in the ROI Strategy and to invest more meaningfully in continuing employees, along with other transformational initiatives.

About Comscore

Comscore is a global, trusted partner for planning, transacting, and evaluating media across platforms. With an unmatched data footprint that combines digital, linear TV and over-the-top viewership intelligence with advanced audience insights, Comscore empowers media buyers and sellers to quantify their multiscreen behavior and make meaningful business decisions with confidence. A proven leader in measuring digital and TV audiences and advertising at scale, Comscore is the industry's emerging third-party source for reliable and comprehensive cross-platform measurement.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of federal and state securities laws, including, without limitation, the Company's expectations, forecasts, plans and opinions regarding the timing, scope and impact of the realignment plan (including employee terminations, cost reductions, resource reallocations, contract modifications and future investments), future value creation, and the type, amount and timing of related costs and expected cost savings. These statements involve risks and uncertainties that could cause actual events to differ materially from expectations, including, but not limited to, impediments to the Company's ability to execute the plan as currently contemplated, higher-than-expected costs to implement the plan, changes to the assumptions upon which the estimated charges and savings are based, and unintended consequences from the plan that could negatively impact the Company's business or strategy. For additional discussion of risk factors, please refer to the Company's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and other filings that the Company makes from time to time with the U.S. Securities and Exchange Commission (the "SEC"), which are available on the SEC's website (www.sec.gov).

Investors are cautioned not to place undue reliance on the Company's forward-looking statements, which speak only as of the date such statements are made. Except as required by law, the Company does not intend or undertake, and expressly disclaims any duty or obligation, to publicly update any forward-looking statements to reflect events, circumstances or new information after the date of this press release or to reflect the occurrence of unanticipated events.

Media

Marie Scoutas

Comscore, Inc.

(917) 213-2032

Press@comscore.com

Investors

Jackie Marcus or Nick Nelson

Alpha IR Group

617-466-9257

Investor@comscore.com