

**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): May 28, 2026

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

Delaware
(State or other jurisdiction
of incorporation)

001-33520
(Commission
File Number)

54-1955550
(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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Overview

On May 28, 2026, the Board of Directors (the "Board") of comScore, Inc. (the "Company") appointed Matt McLaughlin as Chief Executive Officer of the Company. On the same date, the Company's former CEO, Jon Carpenter, transitioned to a senior advisor position and stepped down from the Board, and Stuart Frankel was appointed to the Board.

Matt McLaughlin

Mr. McLaughlin, 57, has served on the Board since June 2024. He previously served as Chief Operating Officer of DoubleVerify Holdings, Inc., a software platform for digital media measurement and analytics, from 2011 to 2022. As COO of DoubleVerify, he directed that company's product, engineering and sales operations and managed over half of its employees. Prior to DoubleVerify, Mr. McLaughlin served as President and COO of CUNet, LLC, an online marketing agency and software subsidiary of Nelnet, Inc., from 2008 to 2011. Earlier in his career, he served as General Manager of Audience and Media at BDMetrics Inc., an information technology company; Vice President of Performance Media at VNC Communications, Inc (d/b/a Performics), a performance marketing subsidiary of DoubleClick Inc.; Senior Vice President of Operations at Heavy Hammer, Inc., a technology company; Director of Business Technology, Search Marketing and Email & Affinity Marketing at Advertising.com, Inc., an online advertising company that was acquired by AOL, Inc.; and an Applications Technology Sales Consultant for Oracle Corporation, a multinational computer technology company. Formerly, Mr. McLaughlin served as a U.S. Navy Submarine Officer from 1992 to 2000. He received a M.A. (Cantab) in Natural Science from the University of Cambridge and a B.S. in Computer Science from the United States Naval Academy.

In connection with Mr. McLaughlin's appointment as CEO, he and the Company entered into a Letter Agreement, a Severance Agreement, and a Change of Control Agreement, each effective as of May 28, 2026 (the "Effective Date"). Pursuant to the Letter Agreement, Mr. McLaughlin will receive the following compensation as consideration for his services as CEO: (i) an annualized base salary of \$625,000, subject to an annual 3% adjustment; (ii) eligibility to participate in the Company's short-term incentive program (the "STIP") with a target annual incentive equal to 100% of his base salary (prorated for 2026); and (iii) eligibility to participate in the employee benefit plans and programs that the Company makes generally available to its other executive officers from time to time. The Letter Agreement has an initial term of two years commencing on the Effective Date, with automatic one-year renewals unless either party provides written notice of non-renewal at least 60 days prior to the date of automatic renewal.

Under the Letter Agreement, Mr. McLaughlin will also receive the following one-time equity awards (the "Awards") under the Company's Amended and Restated 2018 Equity and Incentive Compensation Plan (the "Equity Plan"): (i) options to purchase 449,727 shares of the Company's common stock, vesting ratably over three years, with a per-share exercise price equal to the closing price of the Company's common stock on the date of grant; (ii) time-based restricted stock units with respect to 303,030 shares of the Company's common stock, vesting ratably over three years; and (iii) performance restricted stock units ("RSUs") with respect to 400,000 shares of the Company's common stock, vesting on the third anniversary of the Effective Date, subject to the achievement of certain stock-price hurdles described in the Letter Agreement. The Awards are subject to accelerated vesting upon certain events, as more fully described in the Letter Agreement. Payment for vested restricted stock units and RSUs will be deferred until the earlier of Mr. McLaughlin's separation from service or a change of control.

Under Mr. McLaughlin's Severance Agreement and Change of Control Agreement, he is generally entitled to the following payments and benefits following a qualifying termination of employment without cause or for good reason (each as defined therein): (i) continuing severance payments at a rate equal to the sum of his base salary and target STIP award for the lesser of the remainder of the applicable term and 12 months (payable in installments or a lump sum, depending on the circumstances); and (ii) reimbursement of COBRA premiums for such severance period. The payments and benefits payable to Mr. McLaughlin under the Severance Agreement and the Change of Control Agreement are subject to his timely execution of a release of claims and his continued compliance with the terms of an At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement and a non-disparagement covenant.

There are no arrangements or understandings between Mr. McLaughlin and any other person pursuant to which he was selected as the Company's CEO. There are no family relationships between Mr. McLaughlin and any director or executive officer of the Company, or any person nominated or chosen by the Company to become a director or executive officer. Mr. McLaughlin has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The foregoing summary of Mr. McLaughlin's Letter Agreement, Severance Agreement and Change of Control Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements, which are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Jon Carpenter

On the Effective Date, the Company and Mr. Carpenter entered into a Separation and General Release Agreement (the "Separation Agreement"). During the period between the Effective Date and October 1, 2026 (the "Separation Date"), Mr. Carpenter will serve as a senior advisor to the Board and CEO and will continue to receive his regular base salary at a rate of \$600,000 per year. He will also remain eligible to participate in the STIP and employee benefit programs on the same basis as the Company's other senior executives.

Under the Separation Agreement, Mr. Carpenter will become entitled to certain payments and benefits that were provided in the Severance Agreement previously entered into between the Company and Mr. Carpenter, as amended on July 6, 2022 (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 24 months, except that Mr. Carpenter's prorated STIP award for 2026 will be payable based on target performance. In addition, Mr. Carpenter will be eligible to receive: (i) full vesting of a previous cash incentive plan award and (ii) reimbursement of up to \$25,000 of legal fees incurred in connection with the negotiation and execution of the Separation Agreement and related documents. Any outstanding equity awards held by Mr. Carpenter as of the Separation Date will be treated in accordance with the applicable award agreements and the Equity Plan.

Mr. Carpenter'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 Separation 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, as amended.

The foregoing description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation 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.

On the Effective Date and in connection with the changes described above, Mr. Carpenter notified the Company of his resignation from the Board, effective immediately. Mr. Carpenter's resignation was not a result of any disagreement with the Company known to an executive officer of the Company on any matter relating to the Company's operations, policies or practices.

Stuart Frankel

On the Effective Date, the Board appointed Stuart Frankel to the Board, effective immediately. Mr. Frankel will serve as a Class II director with an initial term expiring at the 2027 annual meeting of stockholders of the Company. He will also serve as chair of the Board's Audit Committee and as a member of the Compensation Committee and the Nominating and Governance Committee. Mr. Frankel was designated as an independent director and is not affiliated with any holder of the Company's Series C convertible preferred stock.

There are no arrangements or understandings between Mr. Frankel and any other person pursuant to which he was selected as a director. There are no family relationships between Mr. Frankel and any director or executive officer of the Company, or any person nominated or chosen by the Company to become a director or executive officer. Mr. Frankel has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Frankel is eligible for compensation for his service on the Board and its committees in accordance with the Company's standard director compensation program, as described in the Company's definitive proxy statement for its 2026 annual meeting of stockholders, filed with the U.S. Securities and Exchange Commission on April 30, 2026. He will also receive the Company's standard indemnification agreement, which generally requires the Company to indemnify directors to the fullest extent permitted by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Letter Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Matthew McLaughlin
10.2	Severance Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Matthew McLaughlin
10.3	Change of Control Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Matthew McLaughlin
10.4	Separation and General Release Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Jonathan Carpenter
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: June 3, 2026

May 28, 2026

By E-mail

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

Dear Matt:

On behalf of Comscore, Inc. (the "Company"), I am pleased to provide you ("Executive") with this letter (this "Letter") memorializing the terms of your employment as Chief Executive Officer of the Company, effective as of May 28, 2026 (the "Start Date"). While you are employed in this position, we anticipate that you will also continue to serve as a member of the Board of Directors of the Company (the "Board"). Reference is made herein to (a) those certain Change of Control and Severance Agreements to be entered into on or about the Start Date by and between Executive and the Company (collectively, the "Severance Agreements") and (b) that certain Indemnification Agreement by and between Executive and the Company dated as of June 12, 2024 (the "Indemnification Agreement").

1. COMPENSATION

During the period in which Executive serves as the Chief Executive Officer of the Company, as compensation for all services provided by Executive, Executive will receive the following:

- a. An annualized base salary of \$625,000, less applicable taxes and other withholdings, payable in accordance with the Company's payroll practices in effect from time to time, which shall automatically increase by 3% annually, effective as of January 1st of each calendar year that Executive is employed hereunder, commencing January 1, 2027.
- b. Eligibility to participate in the Company's short-term incentive program ("STIP") with a target annual incentive for each complete calendar year that Executive is employed hereunder equal to 100% of Executive's annualized base salary and a maximum annual incentive equal to 200% of Executive's annualized base salary, subject to the terms and conditions of the STIP as in effect from time to time. Executive's 2026 STIP payment will be prorated for the portion of 2026 following the Start Date and payable entirely in cash, with performance achievement to be based on 2026 objectives mutually agreed upon by Executive and the Board; provided, however, that in no event will Executive's 2026 STIP payment exceed 100% of Executive's base salary (on a prorated basis) for the year. Beginning with the 2027 performance period, Executive's STIP payments, if earned, will be payable 50% in cash and 50% in equity and based on achievement of the Company's annual operating plan, as determined by the Board.
- c. Subject to approval by the Board, a one-time grant as soon as practicable after the Start Date on a date selected by the Board, which may be in the second or third quarter of 2026 (the "Grant Date"), consisting of:
 - i. The following awards:
 - A. A nonqualified stock option award, granted under (and pursuant to the terms of) the Company's Amended and Restated 2018 Equity and Incentive Compensation Plan (the "Plan") having a value, as determined using the Black-Scholes valuation methodology, approximately equal to

\$2,500,000 (the "Options"). The number of options subject to the award shall be the quotient of (a) \$2,500,000, divided by (b) the Black-Scholes value per option as of the close of the second full trading day after the Company's public announcement of your appointment as Chief Executive Officer (such time, the "Measurement Time"), and the exercise price per share shall be no less than the "Market Value per Share" (as defined under the Plan) of a share of the Company's common stock on the Grant Date for such award; and

- B. A time-based restricted stock unit award granted under (and pursuant to the terms of) the Plan having a value approximately equal to \$2,500,000 (the "RSUs" and together with the Options, the "Awards"). The number of RSUs subject to the award shall be the quotient of (a) \$2,500,000, divided by (b) the closing price of a share of the Company's common stock as of the Measurement Time.

The Awards will vest in equal annual installments on the first, second and third anniversaries of the Start Date, subject to (i) the terms and conditions set forth in the applicable award agreement, as determined by the Board and consistent with this Letter; and (ii) Executive's continuous employment with the Company or one of its affiliates through the applicable vesting dates. Any payment for vested RSUs shall be paid in shares of the Company's common stock and deferred until the earlier of Executive's "separation from service" (within the meaning of Section 409A of the Internal Revenue Code of 1986 ("Section 409A")) or a Change in Control (as defined in the Plan), so long as such Change in Control qualifies as a "change in control event" within the meaning of Section 409A.

Notwithstanding the foregoing, if, upon a Change in Control, the Awards are not continued or assumed by the acquirer or surviving company in the transaction (the "Surviving Company"), then any unvested Awards shall vest in full upon consummation of the Change in Control. If the Awards are continued or assumed by the Surviving Company but Executive's employment is terminated by the Surviving Company without Cause or by Executive for Good Reason (each, as defined in the Severance Agreements) within 12 months following a Change in Control, then subject to Executive's timely entry into (and non-revocation of) a release of claims in a form acceptable to the Surviving Company (which form will (i) release any then-existing claims against the Surviving Company, its affiliates, and each of their respective predecessors, successors, officers, directors, managers, members, partners, agents, and representatives; and (ii) be provided by the Surviving Company to Executive within five (5) days after Executive's employment ends), any unvested Awards will fully vest upon such termination and Executive will have 90 days thereafter (or until the Options' 10-year expiration date, if earlier) to exercise any vested Options, subject to the terms of the applicable award agreement. If Executive's employment with the Company and its affiliates is terminated by the Company without Cause or by Executive for Good Reason prior to or more than 12 months following a Change in Control, then any unvested Awards as of the date of termination shall vest on a prorated basis based on the number of days employed during the applicable vesting period in which the termination date occurs, subject to Executive's timely entry into (and non-revocation of) a release of claims in a form acceptable to the Company.

- ii. 400,000 performance restricted stock units (the "PRSUs") granted under (and pursuant to the terms of) the Plan, subject to the following terms:

- A. The PRSUs will vest on the third anniversary of the Start Date or an earlier Change in Control or termination of employment (as described below), subject to and in accordance with the achievement of the following stock-price hurdles on or prior to such date:

Floor Price	Stock-Price Hurdle*	Percentage of PRSUs That Vest	Number of PRSUs That Vest
**	\$14.50	37.5%	150,000
\$14.50	\$18.85	37.5%	150,000
\$18.85	\$22.50	25.0%	100,000

*The applicable Stock-Price Hurdle is achieved on the date the 20-day trailing average closing price of a share of common stock of the Company equals or exceeds the applicable Stock-Price Hurdle for 20 consecutive trading days. If vesting in connection with a Change in Control, the applicable Stock-Price Hurdle is achieved based on the per-share price paid for the Company's common stock in connection with such Change in Control, with linear interpolation for Change in Control prices that fall between the Floor Prices and Stock-Price Hurdles listed herein. (See [Exhibit A](#) to this Letter for an example of linear interpolation.)

**The Floor Price for the first tranche of PRSUs shall be the closing price of a share of the Company's common stock as of the Measurement Time.

- B. In the event of a termination of employment by the Company without Cause or a resignation by Executive for Good Reason absent a Change in Control, the PRSUs will vest on a prorated basis based on the highest 20-day trailing average closing price achieved for 20 consecutive trading days prior to the date of termination, with linear interpolation for prices that fall between the Floor Prices and Stock-Price Hurdles listed herein, subject to Executive's timely entry into (and non-revocation of) a release of claims in a form acceptable to the Company. In the event of Executive's resignation from employment other than for Good Reason, the PRSUs will vest based on actual achievement of the Stock-Price Hurdles through the date of termination, without proration.
- C. The PRSUs are subject to (i) the terms and conditions set forth in the applicable award agreement, as determined by the Board and consistent with this Letter; (ii) deferred settlement following vesting until the earlier to occur of Executive's "separation from service" (within the meaning of Section 409A) or a Change in Control, so long as such Change in Control qualifies as a "change in control event" within the meaning of Section 409A; and (iii) Executive's continuous employment with the Company or one of its affiliates through the applicable vesting date. Any unvested PRSUs will expire on the third anniversary of the Start Date.
- d. Eligibility to participate in the employee benefit plans and programs that the Company makes generally available to its other executive officers from time to time, subject to the terms and conditions of the applicable plans, programs and policies as in effect from time to time. If Executive opts out of Company-provided medical benefits, the Company will reimburse Executive \$4,000 per month, subject to applicable taxes and withholdings, provided that such amount will be fixed during Executive's term as Chief Executive Officer and will cease if and when Executive opts into Company-provided medical benefits. Executive will be responsible for all taxes and other costs associated with medical care.

Executive's outstanding restricted stock units granted in connection with Executive's service as a non-employee director of the Company will continue to vest in accordance with their existing terms. Executive

will not be eligible for new director awards or other non-employee director compensation during his employment with the Company.

2. TERM

- a. This Letter will have an initial term of two (2) years commencing on the Start Date. On the second anniversary of the Start Date, this Letter will renew automatically for additional one (1) year terms unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the date of automatic renewal.
- b. 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, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by the applicable Severance 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 or equity award agreements between the Company and Executive, and any unreimbursed reimbursable expenses.

3. MISCELLANEOUS

- a. In connection with this Letter, and as an express inducement for the Company to provide the consideration referenced herein and to employ Executive, the Company and Executive shall enter into an At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the "NDA"). As an express incentive for the Company to enter into this Letter and employ Executive hereunder, Executive expressly promises to abide by the terms of the NDA. Executive acknowledges and agrees that the NDA is necessary to protect the Company's legitimate business interests and is reasonable and enforceable in all respects.
- b. Executive's employment is terminable by either party at will. This means that Executive is not entitled to remain an employee or officer of the Company or any of its subsidiaries for any particular period of time, and either Executive or the Company may terminate the employment relationship at any time, with or without notice, and for any reason not prohibited by applicable law. During the term of Executive's employment with the Company, Executive will be expected to comply with all of the Company's policies and procedures in effect from time to time.
- c. Executive's primary work location will be designated as Executive's residence in []. Executive will be eligible to participate in the business expense reimbursement programs that the Company makes generally available to its other executive officers from time to time, subject to the terms and conditions of the applicable plans, programs and policies as in effect from time to time; provided, however, that (a) travel to and from Executive's primary work location for business purposes, including travel to and from the Company's offices other than the Reston VA office, will be treated as reimbursable business travel; (b) Executive is authorized to receive accommodation and meal reimbursement when working at the Reston VA office; and (c) travel to and from Executive's [] residence will be at Executive's own expense. Executive may book and pay for Executive's own business travel; provided, however, that if the cost of such travel exceeds the maximum amount permitted under Company policy, the Company will reimburse individual expenses only up to the Company maximum, and Executive will not be reimbursed for any excess. To the extent any reimbursements made pursuant to this Letter are treated as taxable

income by the IRS, Executive shall be responsible for such taxes and shall not be entitled to any tax gross-up payment from the Company.

- d. In entering into this Letter, Executive represents that Executive has complied with all applicable laws in the course of providing services for the Company or any of its affiliates through the Start Date, and Executive has not engaged in any breach of fiduciary duty, breach of any duty of loyalty or disclosure, fraudulent activity, unlawful or tortious activity or criminal activity, in each case: (i) towards or with respect to the Company or any of its affiliates; or (ii) with respect to any action or omission undertaken (or that was failed to be undertaken) in the course of his affiliation with the Company or any of its affiliates.
- e. Amounts paid or payable hereunder shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company from time to time (including the Company's current Clawback Policy), which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable hereunder. Notwithstanding anything herein to the contrary, the Company reserves the right, without Executive's consent, to adopt or amend any such clawback policies and procedures, including such policies and procedures applicable to amounts paid or payable hereunder, at any time.
- f. The Company may withhold from any payments made pursuant to this Letter all federal, state, local, and other taxes and withholdings as may be required by any law or governmental regulation or ruling.
- g. It is intended that the provisions of this Letter are either exempt from or compliant with the requirements of Section 409A, and to the extent that the requirements of Section 409A are applicable thereto, all provisions of this Letter shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Letter 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.
- h. Notwithstanding any provision in this Letter to the contrary, if any payment or benefit provided for herein 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 date of Executive's "separation from service" within the meaning of Section 409A (such earlier 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.
- i. Notwithstanding the provisions of the two preceding paragraphs, the Company makes no representations that the payments, equity awards and benefits provided under this Letter are exempt from, or compliant with, Section 409A, and in no event shall the Company or any of its affiliates 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.

- j. This Letter, the Severance Agreements, the NDA and the Indemnification Agreement constitute the entire agreement of the parties with regard to the subject matter hereof and are intended by the parties to supersede all prior and contemporaneous agreements and understandings, oral and written, between Executive and the Company or any of its affiliates with regard to the subject matter hereof. Executive represents that he has received all amounts owed to him by the Company or any of its affiliates as of the date that he signs below.
- k. 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. Neither this Letter 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 Letter 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. This Letter may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one agreement that is binding upon each of the parties, notwithstanding that all parties are not signatories to the same counterpart.

We look forward to your contributions to the Company as Chief Executive Officer and appreciate your willingness to assume this role. To accept the terms of your employment memorialized in this Letter, please sign below.

Sincerely,

COMSCORE, INC.

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

ACKNOWLEDGED AND AGREED:

/s/ Matthew McLaughlin
Matthew McLaughlin
Date: May 28, 2026

COMSCORE, INC.

SEVERANCE AGREEMENT

This Severance Agreement (the "**Agreement**") is made and entered into by and between Matthew McLaughlin ("**Executive**") and Comscore, Inc., a Delaware corporation (the "**Company**"), effective as of May 28, 2026 (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 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. Certain capitalized terms used in this 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 will have an initial term of two (2) years commencing on the Effective Date (the "**Initial Term**"). On the second anniversary of the Effective Date, this Agreement will renew automatically for additional one (1) year terms (each an "**Additional Term**") and together with the Initial Term, the "**Term**"), unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the date of automatic renewal; provided, however, that if the Company enters into a definitive agreement to be acquired and the transactions contemplated thereby would result in the occurrence of a Change of Control if consummated, then, during the interim period between the date that the definitive agreement is effective and the date that either the definitive agreement is terminated or the Change of Control is consummated, the Company will no longer be permitted to provide Executive with written notice to not renew this Agreement, and if the Change of Control is consummated, the Agreement will expire on the effective date of the Change of Control. If the definitive agreement is terminated without the transactions contemplated thereby having been consummated and at the time of such termination there is at least twelve (12) months remaining in the Term, the Agreement will continue in effect for the remainder of the Term then in effect, but if there is less than twelve (12) months remaining in the Term then in effect, the Agreement will automatically extend for an additional one (1) year from the date the definitive agreement is terminated. If Executive becomes entitled to benefits under Section 3 during the Term, this Agreement will not terminate until all of the obligations of the parties hereto with respect to this Agreement have been satisfied.
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 prior to a Change of Control, 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 or equity award agreements between the

Company and Executive, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same.

3. Severance Benefits.

(a) Termination without Cause or Resignation for Good Reason. If the Company terminates Executive's employment with the Company without Cause or if Executive resigns from such employment for Good Reason (and not, for the avoidance of doubt, as a result of non-renewal of the letter agreement, dated May 28, 2026, by and between Executive and the Company (the "**Letter Agreement**")), and such termination occurs prior to 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 the sum of (x) Executive's base salary and (y) Executive's target short-term incentive award, each as then in effect, for the lesser of (A) the remainder of the applicable Term and (B) twelve (12) months from the date of such termination of employment (the "**Severance Period**"), to be paid in equal installments in accordance with the Company's normal payroll policies (the "**Severance Payments**"); provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph. Notwithstanding the foregoing, if a Change of Control is consummated following such termination of employment, any remaining unpaid Severance Payments to which Executive is entitled under this Section 3(a)(ii) as of the date of such Change of Control shall be accelerated and paid to Executive in a single lump sum cash payment within thirty (30) days following the effective date of the Change of Control (or, if later, within thirty (30) days following the date the Release (as defined below) becomes effective and irrevocable in accordance with Section 4(a)).

(iii) 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 reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the duration of the Severance Period. The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. 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), or should Executive be ineligible to elect COBRA continuation coverage because he is not participating in the Company's group health plan on the date of his termination of employment, the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to either (A) the monthly COBRA premium Executive would be required to pay to continue his group health coverage in effect on the date of his termination of employment (which amount will be based on the premium for the first month of COBRA coverage) or (B) if Executive is ineligible to elect COBRA continuation coverage, the amount of \$4,000 per month, which payments will be made (in either case) regardless of whether Executive elects COBRA continuation coverage.

(b) 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.

(c) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment terminates due to his 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.

(d) 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 under this Agreement (other than the payment of accrued but unpaid wages, as required by law, in accordance with equity award agreements between the Company and Executive, and any unreimbursed reimbursable expenses). Executive will be entitled to no benefits, compensation or other payments or rights upon a termination of employment other than those benefits expressly set forth in Section 3 of this Agreement. ***For the avoidance of doubt, Executive will not be eligible to receive benefits under both this Agreement and that certain Change of Control Agreement by and between Executive and the Company dated as of the date hereof (the "COC Agreement"), as, upon Executive's receipt of any payment or benefit set forth in Section 3 of the COC Agreement, Executive shall no longer be eligible to receive any of the payments or benefits set forth in this Section 3.***

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 timely signing and returning to the Company (and not revoking in any time provided by the Company) a separation agreement and release of claims in a form acceptable to the Company (the "**Release**"), which must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, 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 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 Agreements. 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, 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 in this Agreement to the contrary, nothing in this Agreement or the Confidentiality Agreement shall prevent Executive from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purpose 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 (60th) 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 (60th) 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.

(vii) To the extent any reimbursement or in-kind benefit provided under this Agreement is a Deferred Payment (A) 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; (B) 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 (C) 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, and nothing in this Agreement or the Release shall prohibit or restrict Executive from (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the SEC) regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive from any governmental agency; (iii) testifying, participating or otherwise assisting in an action or proceeding by any governmental agency relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Nothing in this Agreement or the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, or to notify the Company that Executive has engaged in any such conduct. 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 the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, 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 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 duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) 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 title, duties, authorities, responsibilities, or reporting relationship, including Executive ceasing to serve as Chief Executive Officer of the Company or ceasing to report directly to the Board;

(ii) A material diminution in Executive’s base salary or target annual incentive opportunity, other than an across-the-board reduction that applies proportionately to similarly situated senior executives of the Company;

(iii) the relocation of Executive’s primary workplace to a location more than thirty (30) miles away from Executive’s workplace in effect immediately prior to such relocation;

(iv) the Company’s material breach of the Letter Agreement (including a material failure to grant or honor any equity award contemplated by the Letter Agreement) or any equity award agreement between Executive and the Company; or

(v) the failure by the Company to obtain an agreement from any successor to assume and perform this Agreement and the Company’s other material employment obligations to Executive.

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(d)(ii) is caused by the intentional or reckless conduct of Executive.

(e) 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 People 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 People 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 Letter Agreement, the COC Agreement and the Confidentiality Agreement constitute the entire agreement of the parties hereto and 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. 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 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) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the Commonwealth of Virginia (with the exception of its conflict of laws provisions). Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) will be commenced or maintained in any state or federal court located in the jurisdiction where Executive resides, and Executive and the Company hereby submit to the jurisdiction and venue of any such court.

(g) 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.

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

(i) 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: May 31, 2026

EXECUTIVE

By: /s/ Matt McLaughlin

Name: Matt McLaughlin

Date: May 31, 2026

Signature Page to
Severance Agreement

COMSCORE, INC.

CHANGE OF CONTROL AGREEMENT

This Change of Control Agreement (the “**Agreement**”) is made and entered into by and between Matthew McLaughlin (“**Executive**”) and Comscore, Inc., a Delaware corporation (the “**Company**”), effective as of May 28, 2026 (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 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. Certain capitalized terms used in this 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 will have an initial term of two (2) years commencing on the Effective Date (the “**Initial Term**”). On the second anniversary of the Effective Date, this Agreement will renew automatically for additional one (1) year terms (each an “**Additional Term**”) and together with the Initial Term, the “**Term**”), unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the date of automatic renewal; provided, however, that if the Company enters into a definitive agreement to be acquired and the transactions contemplated thereby would result in the occurrence of a Change of Control if consummated, then the Company will no longer be permitted to provide Executive with written notice to not renew this Agreement, and if the Change of Control is consummated, the Agreement will continue in effect through the longer of the date that is twelve (12) months following the effective date of the Change of Control or the remainder of the Term then in effect (for purposes of clarification, it will be possible for the Term of the Agreement to automatically extend after the Company enters into the definitive agreement, but before the Change of Control is consummated). If the definitive agreement is terminated without the transactions contemplated thereby having been consummated and at the time of such termination there is at least twelve (12) months remaining in the Term, the Agreement will continue in effect for the remainder of the Term then in effect, but if there is less than twelve (12) months remaining in the Term then in effect, the Agreement will automatically extend for an additional one (1) year from the date the definitive agreement is terminated. If Executive becomes entitled to benefits under Section 3 during the Term, this Agreement will not terminate until all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

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 in connection with a Change of Control, 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 or equity award agreements

between the Company and Executive, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same.

3. Severance Benefits.

(a) 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 or if Executive resigns from such employment for Good Reason (and not, for the avoidance of doubt, as a result of non-renewal of the letter agreement dated May 28, 2026, by and between Executive and the Company (the "**Letter Agreement**")), 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 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. On the sixtieth (60th) day following the termination of employment, Executive will receive a lump sum cash payment in an amount equal to the sum of (x) Executive's base salary and (y) Executive's target short-term incentive award, each as then in effect (or, if greater, at the level in effect immediately prior to the Change of Control), for the lesser of (A) the remainder of the applicable Term and (B) twelve (12) months from the date of such termination of employment (the "**Severance Period**"); 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) 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 reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the duration of the Severance Period. The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. 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), or should Executive be ineligible to elect COBRA continuation coverage because he is not participating in the Company's group health plan on the date of his termination of employment, the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to either (A) the monthly COBRA premium Executive would be required to pay to continue his group health coverage in effect on the date of his termination of employment (which amount will be based on the premium for the first month of COBRA coverage) or (B) if Executive is ineligible to elect COBRA continuation coverage, the amount of \$4,000 per month, which payments will be made (in either case) regardless of whether Executive elects COBRA continuation coverage.

(iv) 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 award):

(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 vesting upon the attainment of performance goals shall become vested in 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 through 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.

(b) 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 under this Agreement (other than the payment of accrued but unpaid wages, as required by law, in accordance with equity award agreements between the Company and Executive, and any unreimbursed reimbursable expenses). Executive will be entitled to no benefits, compensation or other payments or rights upon a termination of employment other than those benefits expressly set forth in Section 3 of this Agreement. ***For the avoidance of doubt, Executive will not be eligible to receive benefits under both this Agreement and that certain Severance Agreement by and between Executive and the Company dated as of the date hereof (the "Severance Agreement"), as, upon Executive's receipt of any payment or benefit set forth in Section 3 of the Severance Agreement, Executive shall no longer be eligible to receive any of the payments or benefits set forth in this Section 3.***

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 timely signing and returning to the Company (and not revoking in any time provided by the Company) a separation agreement and release of claims in a form acceptable to the Company (the "**Release**"), which must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, 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 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 Agreements. 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, 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 in this Agreement to the contrary, nothing in this Agreement or the Confidentiality Agreement shall prevent Executive from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purpose 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 (60th) 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 (60th) 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.

(vii) To the extent any reimbursement or in-kind benefit provided under this Agreement is a Deferred Payment (A) 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; (B) 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 (C) 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, and nothing in this Agreement or the Release shall prohibit or restrict Executive from (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the SEC) regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive from any governmental agency; (iii) testifying, participating or otherwise assisting in an action or proceeding by any governmental agency relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Nothing in this Agreement or the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, or to notify the Company that Executive has engaged in any such conduct. 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 the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, 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 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) Equity Awards. “**Equity Awards**” will mean Executive’s then unvested outstanding stock options, stock appreciation rights, restricted stock units and other Company equity compensation awards.

(d) 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 title, duties, authorities, responsibilities, or reporting relationship, including Executive ceasing to serve as Chief Executive Officer of the Company or ceasing to report directly to the Board;

(i) A material diminution in Executive’s base salary or target annual incentive opportunity, other than an across-the-board reduction that applies proportionately to similarly situated senior executives of the Company;

(ii) the relocation of Executive’s primary workplace to a location more than thirty (30) miles away from Executive’s workplace in effect immediately prior to such relocation;

(iii) the Company’s material breach of the Letter Agreement (including a material failure to grant or honor any equity award contemplated by the Letter Agreement) or any equity award agreement between Executive and the Company; or

(iv) the failure by the Company to obtain an agreement from any successor to assume and perform this Agreement and the Company’s other material employment obligations to Executive.

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(d)(ii) is caused by the intentional or reckless conduct of Executive.

(e) 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 People 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 People 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 Letter Agreement, the Severance Agreement and the Confidentiality Agreement constitute the entire agreement of the parties hereto and 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. 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 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) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the Commonwealth of Virginia (with the exception of its conflict of laws provisions). Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) will be commenced or maintained in any state or federal court located in the jurisdiction where Executive resides, and Executive and the Company hereby submit to the jurisdiction and venue of any such court.

(g) 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.

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

(i) 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: June 1, 2026

EXECUTIVE

By: /s/ Matt McLaughlin

Name: Matt McLaughlin

Date: June 1, 2026

Signature Page to
Change of Control Agreement

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 Jonathan Carpenter ("**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 November 29, 2021, as amended by that First Amendment to the Severance Agreement effective as of July 6, 2022 (the "**Severance Agreement**");

WHEREAS, Executive's employment with the Company will end no later than October 1, 2026 (the date that Executive's employment with the Company ends, the "**Separation Date**");

WHEREAS, Executive has notified the Company of his resignation from the Board of Directors of the Company (the "**Board**") effective upon the Parties' execution of this Agreement;

WHEREAS, the Company seeks to retain Executive for a period of time prior to the Separation Date for the purpose of advising the Board and 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; Deemed Resignations.

(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, as of the date the Parties enter into this Agreement or such later date required by applicable law or governing documents, Executive will be deemed to have resigned: (i) as an officer of the Company and each of its affiliates, and (ii) as applicable, from the board of managers, board of directors or similar governing body of each of the Company's affiliates and any other corporation, limited liability company, or any other entity in which the Company or any of its affiliates holds an equity interest or with respect to which board or similar governing body Executive serves as the designee or other representative of the Company or any of its affiliates. Executive agrees to (x) reasonably cooperate with the Company to effectuate the resignations described in the preceding sentence, and (y) complete any other actions the Company or its affiliates may reasonably require, both before and after the Separation Date, to effect such resignation(s). Executive acknowledges that the cooperation required by the immediately preceding sentence may include assisting with corporate actions of the Company and Company subsidiaries (including signing documents) until all resignations set forth in this Section 1(b) are effectuated, it being understood that any such action taken at the Company's direction will be subject to the terms of Executive's Indemnification Agreement, effective as of November 29, 2021 (the "**Indemnification Agreement**").

(c) Between the date the Parties enter into this Agreement and the Separation Date (the "**Transition Period**"), Executive will serve as Senior Advisor to the Board and CEO, will assist the Company in transitioning the duties of his position, and will diligently perform those services reasonably requested of him by the Company; provided, however, that Executive will not be required to report to the Company's offices during the Transition Period. During the Transition Period, Executive will continue to receive his regular base salary at a rate of \$600,000 per year and will remain eligible to participate in the Company's short-term incentive plan and employee benefit programs on the same basis as the Company's other senior executives.

2. Separation Payment and Benefits.

(a) Provided that Executive (1) does not resign from employment prior to October 1, 2026, (2) honors Executive's 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 one million, two hundred thousand dollars and no cents (\$1,200,000), 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 twenty-four (24) 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 Severance Agreement), all then-unpaid installments that do not constitute nonqualified deferred compensation (within the meaning 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 Executive's target short-term incentive award for the 2026 calendar year, *multiplied by* a fraction, the numerator of which is the number of days in 2026 from January 1, 2026 through the Separation Date and the denominator of which is 365 (the "**2026 Bonus**"), which 2026 Bonus shall be paid, less applicable tax withholdings, in a single lump sum 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 24-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.

(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 promptly reimburse Executive for up to \$25,000 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.

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) *Performance Restricted Stock Unit Award.* The Company granted Executive 20,000 performance restricted stock units (the "**PRSUs**") pursuant to the terms of that certain Performance Restricted Stock Units Award Agreement between Executive and the Company made as of July 6, 2022, as amended December 20, 2023 (the "**PRSU Agreement**") and the Comscore, Inc. 2018 Equity and Incentive Compensation Plan, as amended (the "**Plan**"). As of the date of this Agreement, no PRSUs are vested. In accordance with the terms of the PRSU Agreement, Executive will forfeit any PRSUs that remain unvested on the Separation Date.

(b) *Restricted Stock Unit Award.* The Company granted Executive 22,598 deferred 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 November 29, 2021 (the "**RSU Agreement**"). As of the date of this Agreement, all of the RSUs are vested. In accordance with the terms of the RSU Agreement, Executive is entitled to receive payment for all vested RSUs on the first payroll date that occurs after the date that is six (6) months following the Separation Date.

(c) *Stock Option Award.* The Company granted Executive 25,000 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 August 24, 2022 (the "**Option Agreement**") and the Plan. As of the date of this Agreement, 18,750 Options are vested and 6,250 Options are unvested. 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 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, and the New York City Earned Sick Leave Law; (N) any 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 November 29, 2021, as amended by that First Amendment to the Change of Control Agreement effective as of July 6, 2022 (the "**Change of Control Agreement**")), the July 5, 2022 letter agreement

between Executive and the Company that memorialized terms of Executive's employment effective as of July 6, 2022 (the "**Employment Letter**"), any incentive or compensation plan or agreement (including the Plan and the award agreements thereunder (including the Option Agreement and the PRSU Agreement), 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 benefits under an employee benefit plan or program in which Executive participates (or participated), including, without limitation, the Company's 401(k) Plan and group health plans; (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 date this Agreement is executed by Executive, in accordance with any Company business expense policies (as applicable); (v) Executive's rights to be indemnified for all claims or proceedings, or threatened claims or proceedings, that arise out of or relate to his service as a director, 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 Agreement.

(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 local commission on human rights, 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 October 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 or Board service, 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 resignation(s) described in Section 1(b) above, cessation of employment with the Company, or this Agreement, the Company and Executive shall mutually agree on the content of such press release and 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 October 19, 2021, as amended by the Employment Letter (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 (and, as referenced herein, the NDA, the Plan, the Option Agreement, the PRSU 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 (as amended by the Employment Letter) 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, when 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: Jonathan Carpenter
[]
[]
Email: []

With a copy to (which shall not constitute notice):

Pryor Cashman LLP
7 Times Square
New York, NY 10036
Shane J. Stroud, Esq.
Email: []

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.

JONATHAN CARPENTER

/s/ Jonathan Carpenter

Date: May 28, 2026

COMSCORE, INC.

/s/ Sara Dunn

Name: Sara Dunn

Title: Chief People Officer

Date: May 28, 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 Jonathan Carpenter ("**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, and the New York City Earned Sick Leave Law; (N) any 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 Employment Letter, 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 PRSU Agreement), the RSU Agreement and the CIP Agreement), or 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 benefits under an employee benefit plan or program in which Executive participates (or participated), including, without limitation, the Company's 401(k) Plan and group health plans; (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 date this Confirming Release is executed by Executive, in accordance with any Company business expense policies (as applicable); (v) Executive's rights to be indemnified for all claims or proceedings, or threatened claims or proceedings, that arise out of or relate to his service as a director, 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 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 local commission on human rights, 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 Severance Obligations; Receipt of Leaves, Bonuses and Other Compensation. Executive acknowledges and agrees that, with the exception of any base salary earned by Executive in the pay period in which the Separation Date occurred (if such base salary 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 each 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;

(c) 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;

(d) 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;

(e) 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;

(f) 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;

(g) 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

(h) 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 or Board service, 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.

Jonathan Carpenter

Date: _____