

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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FRESNO COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION,
EMPLOYEES' RETIREMENT SYSTEM OF
THE CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE, and
WILLIAM HUFF, Individually and on Behalf
of All Others Similarly Situated,

Plaintiffs,

-against-

Case No. 1:16-cv-01820-JGK

COMSCORE, INC., SERGE MATTA,
MELVIN WESLEY III, MAGID M.
ABRAHAM, KENNETH J. TARPEY,
WILLIAM J. HENDERSON, RUSSELL
FRADIN, GIAN M. FULGONI, WILLIAM
KATZ, RONALD J. KORN, JOAN LEWIS,
RENTRAK CORPORATION, DAVID
BOYLAN, DAVID I. CHERMEROW,
WILLIAM ENGEL, PATRICIA
GOTTESMAN, WILLIAM LIVEK, ANNE
MACDONALD, MARTIN O'CONNOR,
BRENT ROSENTHAL, and RALPH SHAW,

Defendants.

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STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of December 28, 2017 (the "Stipulation"), is submitted to the Court under Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, this Stipulation is entered into between (a) Lead Plaintiffs Fresno County Employees' Retirement Association and the Employees' Retirement System of the City of Baton Rouge and Parish of East Baton Rouge (collectively, the "Lead Plaintiffs") and plaintiff William Huff ("Huff" or "Named Plaintiff", and together with Lead Plaintiffs,

“Plaintiffs”), on behalf of themselves and the Settlement Class (defined in ¶ 1, below); and (b) defendants comScore, Inc. (“comScore”), Serge Matta, Melvin Wesley III, Magid M. Abraham, Kenneth J. Tarpey, William J. Henderson, Russell Fradin, Gian M. Fulgoni, William Katz, Ronald J. Korn, and Joan Lewis (collectively, the “Settling Defendants”), and embodies the terms and conditions of the settlement (the “Settlement”) of the above-captioned action (the “Action”). Subject to the approval of the Court and the terms and conditions expressly provided in this Stipulation, this Stipulation is intended to fully, finally, and forever compromise, settle, release, discharge, resolve, and dismiss with prejudice the Action and all claims asserted in the Action against the Settling Defendants.

RECITALS

A. On March 10, 2016, the initial complaint in this Action was filed. In accordance with the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended (the “PSLRA”), notice to the public was issued stating the deadline by which putative class members could move the Court for appointment as lead plaintiff.

B. On July 19, 2016, the Court appointed Lead Plaintiffs as the lead plaintiffs in this Action and approved the selection of Bernstein Litowitz Berger & Grossmann LLP to serve as lead counsel for the class (“Lead Counsel”).

C. On October 12, 2016, certain of the Settling Defendants filed, in the Court, a motion to stay discovery in the Oregon Rentrak Merger Class Action and the Oregon Section 11 Class Action (the “Motion to Stay”).¹

¹ Capitalized terms not defined at the time of their initial usage have the meanings ascribed to them in ¶ 1 of this Stipulation.

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D. On October 18, 2016, Lead Plaintiffs filed their response to the Motion to Stay and requested that the Court impose an expedited briefing schedule on the issue, and certain of the Settling Defendants filed their reply to Lead Plaintiffs' response to the Motion to Stay.

E. On October 19, 2016, Plaintiffs filed the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws in the Action (the "Consolidated Amended Complaint").

F. On October 27, 2016, the Court held oral argument on the Motion to Stay.

G. On October 28, 2016, the Court denied the Motion to Stay.

H. On December 9, 2016, Defendants moved to dismiss the Consolidated Amended Complaint.

I. On January 13, 2017, Plaintiffs filed their Second Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Second Amended Complaint"). The Second Amended Complaint alleges claims against the Settling Defendants for violations of Sections 10(b), 14(a), and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. §§ 78(j), 78(t), 79n(a); Section 11 of the Securities Act of 1933 (the "Securities Act"), 15 U.S.C. § 77k; and Securities and Exchange Commission ("SEC") Rules 10b-5, 17 C.F.R. § 240.10b-5, and 14a-9, 17 C.F.R. § 240.14a-9. The Second Amended Complaint also alleges claims against defendants Rentrak Corporation ("Rentrak"), David Boylan, David I. Chemerow, William Engel, Patricia Gottesman, William Livek, Anne MacDonald, Martin O'Connor, Brent Rosenthal, and Ralph Shaw (collectively, the "Non-Settling Defendants" or "Rentrak Defendants") for violation of Section 14(a) of the Exchange Act, 15 U.S.C. § 79n(a), and SEC Rule 14a-9, 17 C.F.R. § 240.14a-9.

J. Plaintiffs have brought the claims alleged in the Second Amended Complaint on behalf of themselves and all persons or entities who (i) purchased or otherwise acquired comScore common stock during the period from February 11, 2014 through November 23, 2016; inclusive, (ii) held the common stock of Rentrak as of December 10, 2015 and were entitled to vote on the Merger between comScore and Rentrak consummated on January 29, 2016; or (iii) acquired shares of comScore common stock pursuant to the Registration Statement on Form S-4 filed with the SEC by comScore on October 30, 2015 and subsequently amended, and who were damaged thereby.

K. On March 13, 2017, Defendants filed motions to dismiss the Second Amended Complaint.

L. On April 13, 2017, Plaintiffs filed their opposition to Defendants' motions to dismiss.

M. On April 27, 2017, Defendants filed their replies in support of their motions to dismiss.

N. On July 14, 2017, the Court held oral argument on Defendants' motions to dismiss.

O. On July 28, 2017, the Court denied Defendants' motions to dismiss in their entirety.

P. On August 17, 2017, Plaintiffs and the Settling Defendants engaged in a full-day, private mediation session with Hon. Layn R. Phillips (fmr.) (the "Mediator") in an attempt to reach a consensual resolution of this Action.

Q. On September 10, 2017, after weeks of negotiations assisted by the Mediator following the mediation session, Lead Plaintiffs and the Settling Defendants entered into a term sheet outlining the terms of the Settlement (the "Term Sheet") based on a proposal by the Mediator.

R. In connection with the extensive settlement-negotiation process in this Action, Lead Plaintiffs and Lead Counsel have reviewed, with the assistance of an investment banking advisor, publicly available financial information about comScore, as well as confidential internal information provided by comScore, and have analyzed comScore's ability, in light of its liquidity position, to continue to litigate this Action and to pay any judgment or to fund any settlement in the Action.

S. On or about September 10, 2017, in accordance with the Term Sheet, Lead Plaintiffs commenced Due Diligence Discovery for the purpose of confirming the fairness, reasonableness, and adequacy of the Settlement.

T. On September 13, 2017, the Settling Parties filed a Stipulation and [Proposed] Order Regarding Stay of Proceedings, which the Court signed and entered on September 15, 2017.

U. On September 19, 2017, Plaintiffs filed a Notice of Voluntary Dismissal With Prejudice of Plaintiffs' Claims Against the Rentrak Defendants Under Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure (the "Notice of Voluntary Dismissal") in light of the final approval of the settlement in the Oregon Rentrak Merger Class Action, which includes a release of all of the claims against the Rentrak Defendants in this Action.

V. On October 4, 2017, the Court held a court conference regarding Plaintiffs' Notice of Voluntary Dismissal. The Court was not asked to and did not enter an order dismissing the claims against the Rentrak Defendants in this Action.

W. Due Diligence Discovery is ongoing.

X. Based upon their investigation, prosecution and mediation of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Lead Plaintiffs and the other members of the Settlement Class,

and in their best interests. Based on Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of Lead Counsel, Lead Plaintiffs have agreed to settle and release the claims raised in the Action in accordance with this Stipulation, after considering, among other things: (a) the substantial financial benefit that Lead Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; (b) the significant risks and costs of continued litigation and trial; and (c) the desirability of permitting the proposed Settlement to be consummated as provided by this Stipulation.

Y. This Stipulation constitutes a compromise of matters that are in dispute among the Settling Parties. The Settling Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each Settling Defendant denies any wrongdoing, and this Settlement and Stipulation must in no event be construed or deemed to be evidence of or an admission or concession on the part of any Settling Defendant with respect to (i) any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever; or (ii) any infirmity in the defenses that the Settling Defendants have, or could have, asserted. The Settling Defendants expressly deny that Plaintiffs have asserted any valid claims as to any of them, and expressly deny all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation must in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Settling Defendants' defenses to liability have any merit. Each Settling Party recognizes and acknowledges, however, that the Action has been initiated, filed, and prosecuted by Plaintiffs in good faith and defended by the Settling Defendants in good faith in compliance with Rule 11 of the Federal Rules of Civil Procedure; that the Action

is being voluntarily settled with the advice of counsel; and that the terms of the Settlement are fair, adequate, and reasonable.

NOW THEREFORE, without any admission or concession of any liability, wrongdoing, or lack of merit, Plaintiffs (individually and on behalf of all other members of the Settlement Class) and the Settling Defendants STIPULATE AND AGREE, by and through each of their respective undersigned attorneys, and subject to the approval of the Court under Rule 23(e) of the Federal Rules of Civil Procedure, that (in consideration of the benefits flowing to the Settling Parties from the Settlement) all Released Plaintiffs' Claims as against the Settling Defendants' Released Parties and all Released Settling Defendants' Claims as against the Plaintiffs' Released Parties will be settled, released, and dismissed with prejudice, upon and subject to the terms and conditions stated below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached to this Stipulation and made a part of it, the following capitalized terms have the following meanings:²

(a) "Authorized Claimant" means a Settlement Class Member who submits a Proof of Claim Form to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(b) "Bylaws" means the Amended and Restated Bylaws of comScore, as amended and in effect on the date of this Stipulation.

(c) "Cash Settlement Amount" means \$27,231,527.20 in cash.

² For ease of reference, certain capitalized terms are defined elsewhere in this Stipulation, but will nonetheless be treated as having been defined in this ¶ 1, if a definition is provided.

(d) “Cash Settlement Fund” means the Cash Settlement Amount and any amounts, if paid, deemed included under ¶¶ 13(a) and 20 of this Stipulation, plus any and all interest earned thereon.

(e) “Certificate of Incorporation” means the comScore Amended and Restated Certificate of Incorporation, as in effect on the date of this Stipulation.

(f) “CIC” means an acquisition of comScore by way of merger or through the acquisition of all of the outstanding shares of comScore common stock (including by tender offer) or any other corporate transaction in which the outstanding shares of comScore common stock are extinguished.

(g) “CIC Transaction” means a transaction or transactions effecting a CIC.

(h) “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached to this Stipulation as Exhibit A-2, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

(i) “Claimant” means a person or entity who or which submits a Claim Form to the Claims Administrator seeking to be eligible to share in the proceeds of the Settlement Fund.

(j) “Claims Administrator” means the firm retained by Lead Plaintiffs and Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

(k) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(l) “Class Settlement Shares” means the Settlement Shares, less any Settlement Shares awarded to Plaintiffs’ Counsel for attorneys’ fees.

(m) “Complaint” or “Second Amended Complaint” means the Second Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws filed on January 13, 2017.

(n) “comScore” or the “Company” means comScore, Inc.

(o) “Defendants” means the Settling Defendants and the Non-Settling Defendants.

(p) “Due Diligence Discovery” means the discovery that Lead Plaintiffs have undertaken for the purpose of confirming the fairness, reasonableness, and adequacy of the Settlement.

(q) “Effect” means a fact, development, circumstance, condition, event, occurrence, change or effect, or any of them.

(r) “Effective Date” means the first date by which all of the events and conditions specified in ¶ 46 of this Stipulation have been met and have occurred, or have been waived.

(s) “Escrow Account” means an interest-bearing escrow account controlled by Lead Counsel, in which the Cash Settlement Amount plus the net cash proceeds from the sale of any Class Settlement Shares will be deposited and maintained and held in escrow under the control of Lead Counsel, and will remain subject to the jurisdiction of the Court until such funds are distributed or returned in accordance with this Stipulation.

(t) “Escrow Agent” means Valley National Bank.

(u) “Escrow Agreement” means the agreement between Lead Counsel and the Escrow Agent stating the terms under which the Escrow Agent will maintain the Escrow Account, consistent with this Stipulation.

(v) “Excluded Claims” means (i) any claims relating to the enforcement of the Settlement; (ii) any derivative claims asserted in any pending derivative action; (iii) any claims by any governmental entity arising out of any governmental investigation of comScore or Rentrak, or any of their respective former or current officers or directors, relating to the conduct alleged in the Action; (iv) any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court; and (v) any claims against the Non-Settling Defendants or Ernst & Young.

(w) “Final,” with respect to the Judgment or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal; or (ii) if there is an appeal from the Judgment or other order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the later of (i) the date the Judgment or other order is finally affirmed on an appeal; (ii) the expiration of the time to file a petition for a writ of certiorari or other form of review; (iii) the denial of a petition for a writ of certiorari or other form of review; or (iv) if certiorari or other form of review is granted, the date of final affirmance following review in accordance with that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs, or expenses, or (ii) the Plan of Allocation (as submitted or subsequently modified), shall not in any way delay or preclude the Judgment from becoming Final.

(x) “Governmental Authority” means any government, any governmental or regulatory entity or body, department, commission, board, agency or instrumentality, and any court, tribunal or judicial body, in each case whether federal, state, county, provincial, and whether local or foreign.

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(y) “Judgment” means the final judgment, substantially in the form attached to this Stipulation as Exhibit B, to be entered by the Court approving the Settlement.

(z) “Immediate Family” means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this definition, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(aa) “Individual Settling Defendants” means Serge Matta, Melvin Wesley III, Magid M. Abraham, Kenneth J. Tarpey, William J. Henderson, Russell Fradin, Gian M. Fulgoni, William Katz, Ronald J. Korn, and Joan Lewis.

(bb) “Individual Non-Settling Defendants” means David Boylan, David I. Chemerow, William Engel, Patricia Gottesman, William Livek, Anne MacDonald, Martin O’Connor, Brent Rosenthal, and Ralph Shaw.

(cc) “Lead Counsel” means the law firm of Bernstein Litowitz Berger & Grossmann LLP.

(dd) “Lead Plaintiffs” means Fresno County Employees’ Retirement Association and the Employees’ Retirement System of the City of Baton Rouge and Parish of East Baton Rouge.

(ee) “Legal Requirements” means applicable domestic or foreign federal, state, provincial, local, municipal or other law, statute, treaty, constitution, principle of common law, binding resolution, ordinance, code, binding edict, decree, directive, order, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

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(ff) “Litigation Expenses” means the reasonable costs and expenses incurred by Plaintiffs’ Counsel in commencing, prosecuting, and settling the Action, and may also include the costs and expenses of Plaintiffs directly related to their representation of the Settlement Class, for which Lead Counsel intends to apply to the Court for reimbursement from the Cash Settlement Fund.

(gg) “Material Adverse Effect” means any Effect that, individually or when taken together with all other Effects that exist at the date of determination of the occurrence of the Material Adverse Effect, has or is reasonably likely to have a material adverse effect on the business, operations, financial condition or results of operations of comScore and its Subsidiaries, taken as a whole; *provided, however*, that no Effects (by themselves or when aggregated with any other Effects) resulting from, relating to or arising out of the following shall be deemed to be or constitute a Material Adverse Effect, and no Effects resulting from, relating to or arising out of the following (by themselves or when aggregated with any other Effects) shall be taken into account when determining whether a Material Adverse Effect has occurred or may, would or could occur:

(i) economic, business, financial or political conditions (including interest or exchange rates) in the United States or any other jurisdiction in which comScore or any of its Subsidiaries has substantial business or operations, and any changes therein, but solely to the extent that such conditions and changes do not have a disproportionate adverse effect on comScore and its Subsidiaries, taken as a whole, relative to other companies of comparable size operating in the industry or industries in which comScore operates;

(ii) conditions in the industry or industries in which comScore operates, and any changes therein, but solely to the extent that such conditions and changes do not have a disproportionate adverse effect on comScore and its Subsidiaries, taken as a whole, relative to

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other companies of comparable size operating in the industry or industries in which comScore operates;

(iii) conditions in the financial markets, and any changes therein, but solely to the extent that such conditions and changes do not have a disproportionate adverse effect on comScore and its Subsidiaries, taken as a whole, relative to other companies of comparable size operating in the industry or industries in which comScore operates;

(iv) acts of terrorism or war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, geopolitical conditions, weather conditions, power outages, national or international calamity, crisis or emergency, and other force majeure events, including any material worsening of such conditions threatened or existing as of the date of this Stipulation, but solely to the extent that such conditions and changes do not have a disproportionate adverse effect on comScore and its Subsidiaries, taken as a whole, relative to other companies of comparable size operating in the industry or industries in which comScore operates;

(v) changes in Legal Requirements or generally accepted accounting principles, as applied in the United States "GAAP" (or any interpretations of GAAP);

(vi) changes in comScore's stock price or the trading volume of comScore stock, in and of itself;

(vii) the failure to meet public estimates or forecasts of revenues, earnings or other financial metrics, in and of itself, or the failure to meet internal projections, forecasts or budgets of revenues, earnings or other financial metrics, in and of itself; or

(viii) any reduction in the credit rating of comScore or its Subsidiaries, in and of itself.

(hh) “Named Plaintiff” or “Huff” means plaintiff William Huff.

(ii) “Named Plaintiff’s Counsel” means the law firm of Kessler Topaz Meltzer & Check LLP.

(jj) “Net Settlement Fund” means the Settlement Fund (including, if applicable, the net cash proceeds from the sale of any Class Settlement Shares deposited into the Escrow Account in accordance with ¶ 16 below, as well as accrued interest thereon) less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; and (iv) any attorneys’ fees awarded by the Court.

(kk) “Non-Settling Defendants” or “Rentrak Defendants” means Rentrak and the Individual Non-Settling Defendants.

(ll) “Notice” means the Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses, substantially in the form attached to this Stipulation as Exhibit A-1, which is to be mailed to Settlement Class Members.

(mm) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator or Lead Counsel relating to: (i) providing notices to the Settlement Class; and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees, and expenses incurred relating to the Escrow Account.

(nn) “Opt-out Deadline” means the last date by which the Claims Administrator must receive a request for exclusion for the request to be considered timely as stated in the Notice, unless otherwise ordered by the Court.

(oo) “Oregon Rentrak Merger Class Action” means the consolidated action filed on October 9, 2015, captioned *In re Rentrak Corporation Shareholders Litigation*, 15cv2759 (Or.

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Cir. Ct., Multnomah County), which alleged claims for breach of fiduciary duty against the Rentrak Defendants and claims for aiding and abetting breach of fiduciary duty and unjust enrichment against comScore. On May 12, 2017, the parties in the Oregon Rentrak Merger Class Action entered into a stipulation of settlement, which included a release of all claims against the Rentrak Defendants in this Action, and on September 12, 2017, the Oregon court entered final approval of the settlement and dismissed that action with prejudice.

(pp) “Oregon Section 11 Class Action” means the consolidated action filed on October 3, 2016 and captioned *Ira S. Nathan v. Serge Matta et al.*, 16cv32458 (Or. Cir. Ct., Multnomah County), which alleges claims against the Individual Settling Defendants for violations of Section 11 of the Securities Act.

(qq) “Plaintiffs’ Counsel” means Lead Counsel and Named Plaintiff’s Counsel.

(rr) “Plaintiffs’ Released Parties” means Plaintiffs, all other Settlement Class Members, and their respective present and former officers and directors, trustees, agents, parents, subsidiaries, affiliates, attorneys, insurers, reinsurers, employees, heirs, executors, administrators, trustees, Immediate Family members, beneficiaries, predecessors, successors, assigns, and assignees.

(ss) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund stated in the Notice.

(tt) “Preliminary Approval Order” means the order, substantially in the form attached to this Stipulation as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class.

(uu) “Released Claims” means all Released Settling Defendants’ Claims and all Released Plaintiffs’ Claims.

(vv) “Released Parties” means each and any of the Settling Defendants’ Released Parties and each and any of the Plaintiffs’ Released Parties.

(ww) “Released Plaintiffs’ Claims” mean any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, and any and all debts, disputes, demands, rights, actions, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, whether arising under federal, state, or foreign statutory or common law, or any other law, rule, or regulation, that Plaintiffs or any other member of the Settlement Class: (i) asserted in any complaint filed in the Action; or (ii) could have asserted in any forum that arise out of or are based upon the facts, allegations (including any and all allegations relating to the financial statements at issue in the Action), transactions, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts, omissions, or failures to act involved, set forth, or referred to in any complaint filed in the Action and that relate to the purchase or acquisition of comScore common stock during the Settlement Class Period, or that otherwise would have been barred by *res judicata* had the Action been fully litigated to a final judgment. Released Plaintiffs’ Claims do not include any of the Excluded Claims.

(xx) “Released Settling Defendants’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, and any and all debts, disputes, demands, rights, actions, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues, and charges of any kind whatsoever

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(including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether arising under federal, state, or foreign statutory or common law, or any other law, rule, or regulation, that arise out of, are based upon, or relate in any way to the institution, prosecution, or settlement of the claims against the Settling Defendants. Released Settling Defendants' Claims do not include any claims relating to the enforcement of the Settlement.

(yy) "Releases" means the releases stated in ¶¶ 10-12 of this Stipulation.

(zz) "Rentrak" means Rentrak Corporation.

(aaa) "Securities Brokerage Account" means the securities brokerage account that Lead Counsel will designate as the recipient of the Settlement Shares.

(bbb) "Settlement" means the settlement between Plaintiffs, on behalf of themselves and the Settlement Class, and the Settling Defendants on the terms and conditions set forth in this Stipulation.

(ccc) "Settlement Amount" means a total consideration equal to \$110 million in value, consisting of the Cash Settlement Amount and the Settlement Shares.

(ddd) "Settlement Class" means all persons or entities who or which (i) purchased or otherwise acquired comScore common stock during the period from February 11, 2014 through November 23, 2016, inclusive; (ii) held the common stock of Rentrak as of December 10, 2015 and were entitled to vote on the Merger between comScore and Rentrak consummated on January 29, 2016; or (iii) acquired shares of comScore common stock issued pursuant to the Registration Statement on Form S-4 filed with the SEC on October 30, 2015 and subsequently amended, and

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who were damaged thereby. Excluded from the Settlement Class are Defendants; the officers and directors of comScore and Rentrak during the Settlement Class Period; members of the Immediate Families of any such excluded person; any entity in which any excluded person or entity has, or had during the Settlement Class Period, a controlling interest (including, without limitation, any excluded entity's subsidiaries); and the legal representatives, heirs, successors, and assigns of any excluded person or entity. Also excluded from the Settlement Class are any persons or entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court.

(eee) "Settlement Class Member" means each person and entity who or which is a member of the Settlement Class.

(fff) "Settlement Class Period" means the period from February 11, 2014 through November 23, 2016, inclusive.

(ggg) "Settlement Hearing" means the hearing held by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(hhh) "Settlement Fund" means the Cash Settlement Fund plus the Settlement Shares.

(iii) "Settlement Shares" means the number of shares of comScore common stock that equates to at least \$82,768,472.80, as determined in accordance with ¶ 13(a) of this Stipulation.

(jjj) "Settling Defendants" means comScore and the Individual Settling Defendants.

(kkk) "Settling Defendants' Counsel" means the law firms of Jones Day, Steptoe & Johnson LLP, Hogan Lovells U.S. LLP, Williams & Connolly LLP, and Spears & Imes LLP.

(lll) “Settling Defendants’ Released Parties” means the Settling Defendants, Settling Defendants’ Counsel, and their respective present and former officers and directors, trustees, agents, parents, subsidiaries, affiliates, attorneys, insurers, reinsurers, employees, heirs, executors, administrators, trustees, Immediate Family members, beneficiaries, predecessors, successors, assigns, and assignees, in their capacities as such. For the avoidance of doubt, Settling Defendants’ Released Parties do not include any of the Non-Settling Defendants or Ernst & Young.

(mmm) “Settling Parties” means Plaintiffs, on behalf of themselves and the Settlement Class, and the Settling Defendants.

(nnn) “Stay of Action” means the Stipulation and Order Regarding Stay of Proceedings entered by the Court on September 15, 2017.

(ooo) “Subsidiary” means any corporation or other organization, whether incorporated or unincorporated, of which (i) comScore or any other Subsidiary of comScore is a general partner, manager or managing member, (ii) comScore or any Subsidiary of comScore owns at least a majority of the outstanding equity or voting securities or interests or (iii) comScore or any Subsidiary of comScore has the right to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization.

(ppp) “Summary Notice” means the Summary Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses, substantially in the form attached to this Stipulation as Exhibit A-3, to be published as provided in the Preliminary Approval Order.

(qqq) “Taxes” means: (i) all federal, state, or local taxes of any kind (including any interest or penalties on those taxes) on any income earned by the Settlement Fund; (ii) the

expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

(rrr) “Term Sheet” means the confidential term sheet memorializing the Settling Parties’ agreement in principle to settle the Action executed on September 10, 2017.

(sss) “Termination Notice” means written notice of the election by Lead Plaintiffs, provided they both agree, or the Settling Defendants, provided they all agree, to terminate the Settlement in accordance with ¶ 49 of this Stipulation or, as applicable, the written notice to terminate the Settlement in accordance with ¶¶ 50, 51 or 52 of this Stipulation.

(ttt) “Unknown Claims” means any Released Plaintiffs’ Claims that any Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of those claims, and any Released Settling Defendants’ Claims that any Settling Defendant or any other Settling Defendants’ Released Party does not know or suspect to exist in his, her, or its favor at the time of the release of those claims, which, if known by him, her, or it might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, the Settling Parties will expressly waive, and each of the other Settlement Class Members and Settling Defendants’ Released Parties will be deemed to have waived, and by operation of the Judgment will have expressly waived, all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of

executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and the Settling Defendants acknowledge, and each of the other Settlement Class Members and Settling Defendants' Released Parties will be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

SETTLEMENT CLASS CERTIFICATION

2. Solely for the purpose of the Settlement and for no other purpose, the Settling Parties stipulate and agree to the certification of the Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class. The Settling Parties further stipulate and agree, again solely for the purpose of Settlement and for no other purpose, to the certification of Plaintiffs as the Class Representatives for the Settlement Class, and to the appointment of Lead Counsel as Class Counsel for the Settlement Class.

DUE DILIGENCE DISCOVERY

3. The Settlement is subject to the completion of Due Diligence Discovery, which Lead Plaintiffs began conducting following the execution of the Term Sheet and will continue to conduct.

4. In connection with the Due Diligence Discovery, comScore (a) has and shall continue to produce documents and information to Lead Plaintiffs; and (b) make at least five (5) witnesses, including without limitation comScore's former CFO, David Chemerow, available for interviews under oath at a time and place that is convenient for Lead Plaintiffs and comScore by no later than January 31, 2018. This deadline can be extended for good cause shown.

5. The scope of Due Diligence Discovery shall be mutually agreed upon by Lead Plaintiffs and the Settling Defendants, but shall at a minimum be sufficient to encompass: (a) the

allegations and claims asserted in the Complaint; (b) claims that arise out of or are based upon the facts, allegations (including any and all allegations relating to the financial statements at issue in the Action), transactions, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts, omissions, or failures to act involved, set forth, or referred to in the Complaint; (c) the forthcoming restatement of comScore's consolidated financial statements at issue in the Action; and (d) any and all representations made to Lead Plaintiffs in connection with the August 17, 2017 mediation session.

6. Any disputes about the scope of the Due Diligence Discovery shall be resolved by the Mediator. A refusal by the Settling Defendants to comply with the Mediator's resolution of a dispute about the scope of the Due Diligence Discovery as described in this paragraph shall constitute a termination of the Settlement by comScore.

7. Prior to Lead Plaintiffs' filing their motion in support of final approval of the Settlement, the Settling Defendants must certify to Lead Plaintiffs that they have made good faith efforts to provide to Lead Plaintiffs all documents and information agreed to be produced in connection with Due Diligence Discovery as required by this Stipulation.

8. Lead Plaintiffs shall have the right to withdraw from and terminate the Settlement at any time prior to filing their motion in support of final approval of the Settlement if, in their discretion, information is produced during Due Diligence Discovery that renders the proposed Settlement unfair, unreasonable or inadequate. However, before exercising any such withdrawal or termination pursuant to this paragraph, Lead Plaintiffs are required to submit their concerns to the Mediator.

PRELIMINARY APPROVAL OF SETTLEMENT

9. Lead Plaintiffs will file a motion with the Court for preliminary approval of the Settlement and the scheduling of a hearing for consideration of final approval of the Settlement,

which will include the dismissal with prejudice of claims asserted against the Settling Defendants in the Action. Lead Plaintiffs will use their best efforts to file this motion within fifteen business days following the execution of this Stipulation, which motion will be unopposed by the Settling Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiffs will apply to the Court for, and the Settling Defendants will agree to, entry of the Preliminary Approval Order, substantially in the form attached to this Stipulation as Exhibit A.

RELEASE OF CLAIMS

10. The obligations incurred under this Stipulation are in consideration of: (i) the full and final disposition of the Action as against the Settling Defendants; and (ii) the Releases provided for in this Stipulation.

11. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will be deemed to have, and by operation of law and of the Judgment will have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim against the Settling Defendants and the other Settling Defendants' Released Parties, and will forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Settling Defendants' Released Parties. This release shall not apply to any of the Excluded Claims.

12. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, the Settling Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will be deemed to have, and by operation of law and of the judgment will have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every

Released Settling Defendants' Claim against Plaintiffs and the other Plaintiffs' Released Parties, and will forever be barred and enjoined from prosecuting any or all of the Released Settling Defendants' Claims against any of the Plaintiffs' Released Parties.

THE SETTLEMENT CONSIDERATION AND DEPOSIT AND DELIVERY THEREOF

13. **Total Settlement Consideration.** In full and final settlement of the claims in the Action, comScore will provide or cause to be provided to the Settlement Class total consideration equal to \$110 million in value, which will consist of \$27,231,527.20 in cash, plus the number of shares of comScore common stock that equates to no less than \$82,768,472.80 in value, in the form and manner described as follows:

(a) The number of Settlement Shares that comScore will issue will be determined on the date of the Settlement Hearing and will be calculated by dividing \$82,768,472.80 by the volume weighted average daily adjusted closing price of comScore common stock over the 20 trading days immediately preceding the date of the Court's Settlement Hearing unless the number of shares needed to reach that value exceeds 19.9% of the issued and outstanding common stock of comScore as of the date of the Settlement Hearing, in which case comScore will have the option to either (i) pay in cash the amount corresponding to the number of shares in excess of 19.9% (the "Excess Settlement Shares"), or (ii) seek shareholder approval as required to issue the Excess Settlement Shares no later than 90 calendar days after the date of the Settlement Hearing. Further, the total number of Settlement Shares to be issued will be adjusted to reflect any subdivision or combination in comScore common stock by stock splits, reverse stock splits, reorganization, recapitalization, or other similar transaction beginning with 20th trading day immediately preceding the date of the Settlement Hearing through and including the date the Settlement Shares are issued by comScore and delivered to the Securities Brokerage Account.

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(b) All Settlement Shares will be duly and validly issued, fully paid, non-assessable, and free from all liens and encumbrances, and will be either registered under the Securities Act or exempt from registration under Section 3(a)(10) of the Securities Act, 15 U.S.C. §77c(a)(10); provided, however, that should comScore choose to register the Settlement Shares, the registration of the Settlement Shares will not extend the deadline by which comScore must issue and deliver the Settlement Shares in accordance with ¶ 16 below. In order to qualify for the exemption provided by Section 3(a)(10) of the Securities Act, the Settling Parties and their counsel will take all steps necessary to ensure that each of the following conditions will be satisfied: (i) Settlement Class Members shall be given adequate notice of the Settlement Hearing; (ii) the Settlement Hearing shall be open to all Settlement Class Members; (iii) there shall be no improper impediments to the appearance by any Settlement Class Member at the Settlement Hearing; (iv) the Court shall be advised before the Settlement Hearing that comScore will rely on the Section 3(a)(10) exemption based on the Court's approval of the issuance of the Settlement Shares as part of the consideration provided in exchange for the settlement and release of the claims asserted in the Action; (v) the Settlement Hearing shall include consideration of the fairness of the terms and conditions of the issuance of the Settlement Shares in exchange for the settlement and release of the claims asserted in the Action; and (vi) the order to be entered by the Court shall approve the fairness to the Settlement Class Members of the terms and conditions of the exchange of the issuance of the Settlement Shares for the settlement and release of the claims asserted in the Action.

(c) The Settlement Shares shall be registered or available for resale without registration under the Securities Act upon issuance and delivery and shall be issued and delivered in accordance with any applicable state securities laws, rules, or regulations ("State Blue Sky Laws") at comScore's expense. If the Settlement Shares are to be issued pursuant to the exemption

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from registration under Section 3(a)(10) of the Securities Act, 15 U.S.C. §77c(a)(10), no later than the date of issuance of the Settlement Shares, comScore must at no cost to the Settlement Class, the Settlement Fund, or Plaintiffs' Counsel confirm to Lead Counsel and Lead Plaintiffs that it has received the written opinion of counsel, substantially to the effect that the issuance and delivery to the Securities Brokerage Account, Lead Counsel or Authorized Claimants, and the subsequent distribution of Settlement Shares by Lead Counsel to Authorized Claimants or sale of Settlement Shares by Lead Counsel is exempt from registration under the Securities Act under Section 3(a)(10) of that Act (the "3(a)(10) Opinion"). comScore understands that comScore's transfer agent and Lead Counsel may rely on the representation that comScore has obtained the 3(a)(10) Opinion. On the date of issuance and delivery of the Settlement Shares, comScore must deliver to Lead Counsel and Lead Plaintiffs a certificate, signed for and on behalf of comScore by the chief executive officer and the chief financial officer of comScore, certifying that comScore's representations and warranties in ¶¶ 57(a), 57(b), 57(c), and 57(d) will have been true and correct in all material respects as of the date of this Stipulation, and will be true and correct in all material respects on and as of the date of issuance and delivery of the Settlement Shares, with the same force and effect as if made on and as of that date, except, in each case, for those representations and warranties which address matters only as of a particular date (which representations shall have been true and correct in all material respect as of that particular date).

(d) From the date of this Stipulation through the date of issuance and delivery of the Settlement Shares by comScore to Lead Counsel, comScore will not require any capital contributions or capital calls from the holders of its common stock or from the Settlement Class.

(e) comScore represents to Lead Plaintiffs that it intends to complete and file audited financial statements for fiscal years 2015, 2016, and 2017 in a consolidated filing with the

Securities and Exchange Commission (the “Financial Statement Filing”) as promptly as reasonably possible and that it is aware of no fact or circumstance that would prevent it from ultimately filing the Financial Statement Filing. comScore agrees to use commercially reasonable efforts to complete and file the Financial Statement Filing as promptly as possible.

(f) After filing the Financial Statement Filing, comScore will use commercially reasonable efforts to cause its common stock to promptly be either relisted on the NASDAQ Global Select Market or listed on another national securities exchange in the United States.

(g) Unless and until comScore common stock is listed for trading on a national securities exchange in the United States, comScore will make commercially reasonable efforts to arrange for its stock to continue to be eligible for trading on the Pink Open Market or another market operated by OTC Markets Group Inc., including, if and to the extent required to maintain such listing, by making commercially reasonable efforts to arrange for at least one broker-dealer that is registered as such with the SEC and is a member of FINRA to file and maintain current a Form 211 concerning comScore common stock with FINRA and to quote the stock.

(h) comScore or a successor entity under a CIC Transaction or otherwise will have the option to pay the value of all or part of the Settlement Shares in cash of the same value.

14. **Deposit of Cash Settlement Amount.** comScore must cause the Cash Settlement Amount to be deposited into the Escrow Account within fifteen business days following the Court’s entry of an order granting preliminary approval of the Settlement. Lead Counsel must provide a complete W-9 and wire transfer and check payment instructions (including contact information and a physical address for the recipient of the Settlement Amount) to comScore’s Counsel at least ten business days before the deadline for payment of the Cash Settlement Amount.

15. Lead Plaintiffs have the option, in their sole discretion, to terminate the Settlement if the Settlement Amount is not timely paid in full, regardless of the reasons for the lack of timely payment in full.

16. **Issuance and Delivery of the Settlement Shares.** Within ten business days following the date of entry of the Judgment, comScore (or its successor entity) must issue and deliver the Settlement Shares to the Securities Brokerage Account in accordance with written instructions from Lead Counsel. The Settlement Shares will be issued by comScore (or its successor entity) only in certificate-less (book entry) form, and registered in the name as provided in the written instructions; comScore (or its successor entity) will not issue or otherwise provide any physical certificates for any of the Settlement Shares. Upon issuance of the Settlement Shares, Lead Counsel will have the option, in its sole discretion, to sell all or any portion of the Settlement Shares, including any shares awarded to Plaintiffs' Counsel for attorneys' fees, provided any sale of Settlement Shares is conducted in a commercially reasonable manner. The net cash proceeds from the sale of any Class Settlement Shares must be deposited in the Escrow Account pending distribution to Authorized Claimants. With respect to any Class Settlement Shares that are not sold, Lead Counsel (through its broker) shall direct comScore's (or its successor entity's) transfer agent to transfer and post the shares electronically to the accounts of Authorized Claimants via the Direct Registration System ("DRS"), all in accordance with written instructions to be provided by Lead Counsel or the Claims Administrator at the time of this transfer in accordance with ¶ 17 below. comScore will be responsible for the payment of all costs associated with the issuance of the Settlement Shares, including without limitation, (i) all costs related to the transfer of the Settlement Shares to the Securities Brokerage Account and (ii) all costs associated with listing the Settlement Shares on NASDAQ (or any other stock exchange or market on which comScore's

common stock is then listed or quoted). However, all costs associated with distributing the Settlement Shares to Authorized Claimants (including any costs incurred by comScore's transfer agent) will be paid from the Escrow Account and will constitute Notice and Administration Costs.

17. Any Class Settlement Shares that are not sold by Lead Counsel shall not be distributed by comScore's (or its successor entity's) transfer agent until the Company's General Counsel (whose name and contact information shall be provided by comScore's Counsel to Lead Counsel within five (5) calendar days of execution of this Stipulation, which information shall be updated as necessary) receives instructions from Lead Counsel as to the distribution of those shares. Lead Counsel shall provide instructions to comScore (or its successor entity) regarding the distribution of Settlement Shares. Such instructions will include, but are not limited to, posting the Settlement Shares to the accounts of Authorized Claimants on the DRS in the amounts directed by the Claims Administrator. comScore (or its successor entity) shall authorize its transfer agent to disburse Settlement Shares in accordance with such instructions.

18. comScore (or its successor entity) shall direct its transfer agent to provide Lead Counsel with instructions as to all information comScore's (or its successor entity's) transfer agent requires, as well as all formatting requirements, to enable the posting of Settlement Shares electronically on the DRS to the accounts of Authorized Claimants. Such instructions shall include, but are not limited to, any requirements to satisfy STA guidelines so that the Claim Form to be sent to potential Settlement Class Members captures all such information in the appropriate format, as well as the physical or electronic medium for the delivery of such information that comScore's (or its successor entity's) transfer agent requires. comScore (or its successor entity) shall direct its (or its successor entity's) transfer agent to provide such instructions and review and provide comments, if any, on the Claim Form within five (5) calendar days of the filing of the

motion for preliminary approval. Any changes made to the Claim Form at the request of comScore's (or its successor entity's) transfer agent shall not be deemed material changes to the Claim Form.

19. Lead Counsel shall have sole responsibility, on behalf of the Settlement Class, for directing comScore (or its successor entity) to instruct its transfer agent to post to the accounts of Authorized Claimants on the DRS the Settlement Shares allocable to those claimants. Any such directions given to comScore (or its successor entity) by Lead Counsel shall be set forth in a writing signed by Lead Counsel and accompanied by such information, and in such physical or electronic medium as specified by comScore's (or its successor entity's) transfer agent as set forth in the preceding subparagraph, to permit the Settlement Shares to be immediately posted electronically to the accounts of Authorized Claimants on the DRS, in such amounts as are appropriate (the "Settlement Shares Instructions"). Lead Counsel, comScore (and any successor entity), the Claims Administrator, and all entities under the direction of Lead Counsel shall cooperate with comScore's (or its successor entity's) transfer agent to provide such information as is required for the Settlement Shares Instructions. Each of Lead Counsel and the Claims Administrator has the right to rely on the instructions provided by comScore's (or its successor entity's) transfer agent as to the information it requires as well as the formatting requirements to enable the posting of the Settlement Shares electronically on the DRS to the accounts of Authorized Claimants. comScore's (or its successor entity's) transfer agent, in its sole discretion, may request additional information or reformatting in order to effect the posting to the accounts of the Authorized Claimants on the DRS. Each of comScore and its transfer agent (and its successor entity and its transfer agent) has the right to rely on the accuracy and completeness of the information provided by Lead Counsel or Authorized Claimants with respect to the issuance and distribution of the Settlement Shares.

Neither any of the Settling Defendants nor comScore's (or its successor entity's) transfer agent shall have any responsibility or liability regarding the accuracy or completeness of any information provided by Lead Counsel or any Authorized Claimant in respect to the issuance or distribution of the Settlement Shares, or any losses incurred in connection therewith; however, as discussed in this paragraph and in ¶ 18 above, comScore and its transfer agent (and its successor entity and its transfer agent) are responsible for providing complete and accurate instructions to Lead Counsel and the Claims Administrator with respect to the information and formatting required in respect to the issuance or distribution of the Settlement Shares and comScore (and its successor entity) shall be liable for any fees, costs or losses incurred in connection with comScore's or its transfer agent's (or its successor entity's or its successor entity's transfer agent's) failure to provide accurate and complete instructions. Lead Counsel shall provide Settling Defendants' Counsel with notice of the Settlement Shares Instructions at the same time such Settlement Shares Instructions are delivered to comScore (or its successor entity). Lead Counsel shall not issue the Settlement Shares Instructions to comScore (or its successor entity) with respect to the Settlement Shares allocable to Authorized Claimants prior to the entry of a Class Distribution Order authorizing the distribution of the Settlement Shares, in whole or part, to Authorized Claimants.

20. In the event of a CIC prior to the issuance and delivery by comScore of the Settlement Shares to the Securities Brokerage Account: (i) if holders of comScore common stock receive all cash in the CIC Transaction, then in lieu of the Settlement Shares, comScore or the successor entity shall pay cash in an amount equal to \$82,768,472.80; and (ii) if the holders of comScore common stock receive consideration in such CIC Transaction that is not entirely composed of cash, then comScore or the successor entity shall continue to be obligated to provide the Settlement Shares; provided however, in such event, the Settlement Shares shall be the stock

of the successor entity in an amount equal to \$82,768,472.80 divided by the volume weighted average daily adjusted closing price of the successor entity's common stock on such stock exchange or market on which that stock is then listed over the 20 trading days immediately preceding the date of the Court's Settlement Hearing (the "Successor 20-Day Average Closing Price"). Additionally, in the event of a CIC prior to the issuance and delivery by comScore of the Settlement Shares to the Securities Brokerage Account, with respect to the Settlement Share component of the Settlement Amount, the successor entity shall have the option in its sole discretion to pay all or part of the value of the Settlement Shares in cash in an amount equal to no less than \$82,768,472.80. Any amounts paid in cash pursuant to this paragraph shall be deemed part of the Cash Settlement Fund. For the avoidance of doubt, the value of the total Settlement Shares will be no less than \$82,768,472.80 as of the date the Settlement Hearing.

USE OF SETTLEMENT FUND

21. Subject to the terms and conditions of this Stipulation and the Settlement, the Settlement Fund will be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund (including, if applicable, the net cash proceeds from the sale of any Class Settlement Shares deposited into the Escrow Account in accordance with ¶ 16 above, plus any interest earned thereon), that is, the "Net Settlement Fund," will be distributed to Authorized Claimants as provided in ¶¶ 32-44 of this Stipulation, or as otherwise ordered by the Court.

22. Except as provided in this Stipulation or as ordered by the Court, any sums required to be held in Escrow pursuant to this Stipulation will remain in the Escrow Account before the Effective Date. All funds held by the Escrow Agent in the Escrow Account will be deemed to be in the custody of the Court, and will remain subject to the jurisdiction of the Court until the funds

are distributed or returned in accordance with this Stipulation or further order of the Court. The Escrow Agent will invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in United States Treasury Bills) and will collect and reinvest all interest accrued on those Bills, except that any residual cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation ("FDIC") may be deposited in any account that is fully insured by the FDIC. If the yield on United States Treasury Bills is negative, in lieu of purchasing Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent in the Escrow Account may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

23. The Settling Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), will be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel will also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Lead Counsel will make reasonable efforts to ensure that the Settlement Fund at all times complies with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury regulations in order to maintain its treatment as a Qualified Settlement Fund. The Settling Defendants and the other Settling Defendants' Released Parties will have no liability or responsibility for any Taxes owed with respect to the Settlement

Fund. Upon written request, the Settling Defendants will cause to be provided to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), will timely make any elections that are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and will take or cause to be taken all actions that may be necessary or appropriate in connection these elections.

24. All Taxes will be paid out of the Settlement Fund, and will be timely paid by the Escrow Agent in accordance with the disbursement instructions to be stated in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election made in the returns) will be consistent with the previous paragraph and in all events will reflect that all Taxes on the income earned by the Settlement Fund will be paid out of the Settlement Fund as provided in this Stipulation. The Settling Defendants and the other Settling Defendants’ Released Parties will have no responsibility or liability for the acts or omissions of the Claims Administrator, the Escrow Agent, Lead Counsel, or their agents with respect to the payment of Taxes, as provided in this Stipulation.

25. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Settling Defendant, Settling Defendants’ Released Party, Settling Defendants’ insurer, or any other person or entity who or which paid any portion of the Settlement Amount, will have any right to the return of the Settlement Fund or any portion of the Settlement Fund for any reason whatsoever, including, without limitation, the number of Claim Forms submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

26. Notwithstanding the fact that the Effective Date has not yet occurred, Lead Counsel may pay from the Escrow Account, without further approval of the Defendants or further order of the Court, Notice and Administration Costs actually incurred and paid or payable. These costs and expenses may include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator for providing notice and administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. Notwithstanding the foregoing, before the Effective Date, these Notice and Administration Costs paid may not exceed \$750,000 without further approval of the Court. If the Settlement is terminated in accordance with this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, will not be returned or repaid to any of the Settling Defendants' Released Parties, or any other person or entity who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

27. Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for reimbursement of Litigation Expenses, which may include a request for reimbursement of Plaintiffs' costs and expenses directly related to their representation of the Settlement Class, to be paid from (and out of) the Cash Settlement Fund. Lead Counsel's application for an award of attorneys' fees or Litigation Expenses is not the subject of any agreement between the Settling Defendants and Lead Plaintiffs other than as stated in this Stipulation.

28. Any attorneys' fees and Litigation Expenses that are awarded by the Court will be paid to Lead Counsel either (A) if paid from (and out of) the Cash Settlement Fund, immediately

upon the Court's entry of an order awarding fees and Litigation Expenses (the "Fee and Expense Order"); or (B) if paid from (and out of) the Settlement Shares, immediately upon the Court's entry of the Fee and Expense Order or, if the Settlement Shares have not yet been delivered to the Securities Brokerage Account at the time of entry of the Fee and Expense Order, immediately upon the delivery of the Settlement Shares to the Securities Brokerage Account in accordance with ¶ 16 above, notwithstanding any appeals or potential for appeal from the Fee and Expense Order, timely filed objections to the Fee and Expense Order, or collateral attack on the Settlement or any part of the Settlement.

29. Should an appellate court later reverse the Court's final approval of the Settlement, Lead Counsel must repay all attorneys' fees and Litigation Expenses awarded. If the Settlement is terminated in accordance with this Stipulation or if, as a result of any appeal or further proceedings, the award of attorneys' fees or expenses is reduced or reversed, Lead Counsel must repay the fees and expenses accordingly, including accrued interest at the same net rate as is earned by the Cash Settlement Fund. Lead Counsel must make the appropriate refund or repayment in full no later than 30 days after: (a) receiving from Settling Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees or Litigation Expenses has become Final.

30. Any order or proceeding relating to Lead Counsel's application for an award of fees and for reimbursement of expenses will not operate to terminate the Settlement or affect the finality or binding nature of the Settlement. Lead Counsel's fee and expense application will be treated by the Court separately from the fairness, reasonableness, and adequacy of this Stipulation and the Settlement. An award of attorneys' fees or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied in this Stipulation. Neither Lead

Plaintiffs nor Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees or Litigation Expenses.

31. Lead Counsel will allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which Lead Counsel, in good faith, believe reflects the contributions of Plaintiffs' Counsel to the institution, prosecution, and settlement of the Action. The Settling Defendants' Released Parties will have no responsibility for or liability whatsoever with respect to the payment, allocation, or award of attorneys' fees or Litigation Expenses. The attorneys' fees and Litigation Expenses that are awarded will be payable solely from the Cash Settlement Fund and the Settlement Shares.

NOTICE AND SETTLEMENT ADMINISTRATION

32. As part of the Preliminary Approval Order, Lead Plaintiffs will seek appointment of a Claims Administrator. The Claims Administrator will be selected solely by Lead Counsel, and the Plan of Allocation will be proposed solely by Lead Plaintiffs, subject to Court Approval. The Claims Administrator will administer the Settlement, including, but not limited to, the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. Other than comScore's obligation to provide shareholder information as provided in ¶ 33 below or comScore's obligations as provided under ¶¶ 13 and 16-19 above, none of the Settling Defendants will have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Claims administration process, the Plan of Allocation, or the administration of the Settlement, and the Settling Defendants will have no liability whatsoever to any person or entity, including, but not limited to, Plaintiffs, any other Settlement Class Members, or Plaintiffs' Counsel, in connection with the selection of the Claims Administrator, the Claims administration process, the Plan of Allocation, or the administration of the Settlement. Settling Defendants' Counsel will cooperate

in the administration of the Settlement to the extent reasonably necessary to effectuate this Stipulation.

33. In accordance with the Preliminary Approval Order to be entered by the Court, Lead Counsel will cause the Claims Administrator to mail the Notice and Proof of Claim Form to those members of the Settlement Class that may be identified through reasonable effort. Lead Counsel will also cause the Claims Administrator to have the Summary Notice published in accordance with the Preliminary Approval Order to be entered by the Court. For the purposes of identifying and providing notice to the Settlement Class, within 5 business days of the date of entry of the Preliminary Approval Order, comScore must provide or cause to be provided to the Claims Administrator (at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Claims Administrator) comScore's and its transfer agent's records concerning the identities and last known addresses of Settlement Class Members, in electronic form, which information the Claims Administrator and Plaintiffs' Counsel shall treat and maintain as confidential.

34. The Claims Administrator will receive Claims and determine first, whether each Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized claim compared to the total recognized claims of all Authorized Claimants (as provided in the Plan of Allocation stated in the Notice attached to this Stipulation as Exhibit A-1, or in any other plan of allocation that the Court approves).

35. The Plan of Allocation proposed in the Notice is separate from the Settlement and is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation)

based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. The Settling Defendants and the other Settling Defendants' Released Parties will not object in any way to the Plan of Allocation or any other plan of allocation in this Action. No Settling Defendant, nor any other Settling Defendants' Released Party, will have any involvement with or liability, obligation, or responsibility whatsoever in connection with the Plan of Allocation or any other Court-approved plan of allocation.

36. Any Settlement Class Member who does not submit a valid Claim Form by the deadline set by the Court (unless and to the extent the deadline is extended by the Court) will not be entitled to receive any distribution from the Net Settlement Fund, but will, nevertheless, upon the occurrence of the Effective Date, be bound by all of the terms of this Stipulation (including the terms of the Judgment) and the Releases provided for in this Stipulation and the Judgment, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Settling Defendants or any other Settling Defendants' Released Party with respect to the Released Plaintiffs' Claims.

37. Lead Counsel will be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Settling Defendant, or any other Settling Defendants' Released Party, will be permitted to review, contest, or object to any Claim Form, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Claim for payment by a Settlement Class Member. Lead Counsel will have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claim Forms submitted in the interests of achieving substantial justice.

38. The Net Settlement Fund will be distributed to Authorized Claimants only after the later of the Effective Date, the Court having approved a plan of allocation in an order that has become Final, and the Court issuing a Class Distribution Order that has become Final.

39. For purposes of determining the extent, if any, to which a Settlement Class Member will be entitled to be treated as an Authorized Claimant, the following conditions will apply:

(a) Each Settlement Class Member will be required to submit a Claim Form, substantially in the form attached to this Stipulation as Exhibit A-2, supported by the documents that are designated in the Claim Form, including proof of the Claimant's loss, or other documents or proof that the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice, unless extended by the Court. Any Settlement Class Member who fails to submit a Claim Form by that date will be forever barred from receiving any distribution from the Net Settlement Fund or payment under this Stipulation (unless by Order of the Court that Settlement Class Member's Claim Form is accepted), but will in all other respects be bound by all of the terms of this Stipulation and the Judgment, including the Releases provided for in this Stipulation and the Judgment, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Settling Defendants' Released Party with respect to any Released Plaintiffs' Claim. If a Claim Form is mailed by the claim-submission deadline, is received with a postmark indicated on the envelope, and is mailed by first-class mail and addressed in accordance with the instructions in the Claim Form, then the Claim Form will be deemed to be submitted when postmarked. In all other cases, a Claim Form will be deemed to have been submitted on the date when it is actually received by the Claims Administrator;

(c) Each Claim Form will be submitted to and reviewed by the Claims Administrator, who will determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim will be allowed, subject to review by the Court in accordance with subparagraph (e) below as necessary;

(d) Claim Forms that do not meet the submission requirements may be rejected in whole or in part by the Claims Administrator. Before rejecting a Claim in whole or in part, the Claims Administrator must communicate with the Claimant in writing, to give the Claimant an opportunity to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator must notify, in a timely fashion and in writing, all Claimants whose Claims the Claims Administrator proposes to reject in whole or in part, stating the reasons for the proposed rejection, and must indicate in the notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part by the Claims Administrator desires to contest the rejection, the Claimant must, within 20 days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review of the rejection by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel will then present the request for review to the Court, on reasonable notice to the relevant Claimant.

40. Each Claimant will be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery by Lead Counsel under the Federal Rules of Civil Procedure. This investigation and discovery will

be limited to that Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's Claim. No discovery will be allowed on the merits of this Action or of the Settlement in connection with the processing of Claim Forms.

41. Lead Counsel will apply to the Court, on reasonable notice to Settling Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

42. Payment in accordance with the Settlement Class Distribution Order will be final and conclusive against all Settlement Class Members. All Settlement Class Members who do not submit Claims or whose Claims are not approved by the Court for payment will be barred from participating in distributions from the Net Settlement Fund, but otherwise will be bound by all of the terms of this Stipulation and the Judgment, including the Releases provided for in this Stipulation and the Judgment, and will be permanently barred and enjoined from bringing any action against any Settling Defendants' Released Parties with respect to any of the Released Plaintiffs' Claims.

43. No Claimant or Settlement Class Member will have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages experts, the Claims Administrator (or any other agent designated by Lead Counsel), or the Settling Defendants' Released Parties based on any investments, costs, expenses, administration, allocations, calculations, payments, the withholding of taxes (including interest and penalties) owed by the Settlement Fund (or any losses incurred in connection with taxes owed by the Settlement Fund), or distributions that are made substantially

in accordance with this Stipulation, the plan of allocation approved by the Court, or further orders of the Court.

44. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating to Claims, including disputed questions of law and fact with respect to the validity of Claims, will be subject to the jurisdiction of the Court. All Settlement Class Members and Settling Parties expressly waive trial by jury (to the extent any right to trial by jury may exist) and any right of appeal or review with respect to these determinations.

TERMS OF THE JUDGMENT

45. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Settling Defendants' Counsel will request that the Court enter a Judgment, substantially in the form attached to this Stipulation as Exhibit B, including the dismissal with prejudice of all of the claims asserted against the Settling Defendants in this Action, the Releases, and a bar order barring, to the fullest extent permitted by law, any and all claims by any individual or entity ("Barred Person") against any of the Settling Defendants' Released Parties, and by the Settling Defendants' Released Parties against any Barred Person, for (a) contribution or indemnity arising out of or related to the claims or allegations asserted by Plaintiffs in the Action, or (b) any other claim of any type, whether arising under state, federal, common, or foreign law, for which the injury or damages claimed is that Barred Person's actual or threatened liability to Plaintiffs or any other Settlement Class Member (the "Bar Order"). Nothing herein shall release or alter any Individual Settling Defendant's right to indemnification against comScore arising: (a) under the terms of any written agreement, if any, between that Individual Settling Defendant and comScore, (b) under comScore's bylaws or comScore's certificate of incorporation, or (c) under Delaware law. The Bar Order shall also provide that any final verdict or judgment that may be obtained by

or on behalf of the Settlement Class or a Settlement Class Member against any Barred Person shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of the Settling Defendants for common damages; or (b) the amount paid by or on behalf of the Settling Defendants to the Settlement Class or Settlement Class Member for common damages.

**EFFECTIVE DATE OF SETTLEMENT AND EFFECT OF
DISAPPROVAL, CANCELLATION, OR TERMINATION**

46. The Effective Date of the Settlement will be the first date on which all of the following conditions have occurred:

(a) the Court has entered the Preliminary Approval Order, as required by ¶ 9 above;

(b) the Cash Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 14 above;

(c) the Settlement Shares have been issued and delivered in accordance with the provisions of this Stipulation.

(d) comScore has confirmed to Lead Counsel and Lead Plaintiffs that it has received the 3(a)(10) Opinion in accordance with the provisions of ¶ 13(c) above.

(e) the Court has entered the Judgment, substantially in the form proposed by the Settling Parties, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(f) the Judgment has become Final and no longer subject to appeal.

47. Upon the occurrence of all of the events referenced in ¶ 46 above, any remaining interest or right of the Settling Defendants or their insurers in or to the Settlement Fund will be absolutely and forever extinguished, and the Releases in this Stipulation will be effective.

48. If (i) any Settling Defendant exercises his, her, or its right to terminate the Settlement as provided in this Stipulation; (ii) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) the Settlement (including, without limitation, the Releases provided under the Settlement) will be deemed null and void;

(b) the Stay of Action will no longer apply, and the Settling Parties will return to their respective positions in the Action as of September 10, 2017;

(c) The terms and provisions of this Stipulation, with the exception of this ¶ 48 and ¶¶ 21-24, 26, 55, 61, 65, 66, 71-75, 78, and 80-82, will have no further force and effect with respect to the Settling Parties and may not be used in the Action or in any other proceeding for any purpose, and the Judgment or any order entered by the Court in accordance with this Stipulation will be treated as vacated, *nunc pro tunc*;

(d) within five business days after joint written notification of termination is sent by Settling Defendants' Counsel and Lead Counsel to the Escrow Agent, the Cash Settlement Fund and, if applicable, the net cash proceeds from the sale of any Settlement Shares in accordance with ¶ 16 above, as well as accrued interest thereon, less any costs incurred in accordance with ¶ 16 (Distribution of the Settlement Shares) and ¶ 26 (Notice and Administration Costs), and less any Taxes paid, due, or owing, will be returned to the Settling Defendants or their insurers (or any other persons or entities that the Settling Defendants or their insurers may identify to Lead Counsel in writing);

(e) within five business days after joint written notification of termination is sent by Settling Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Shares will be returned to comScore, if applicable;

(f) counsel for the Settling Parties will negotiate in good faith a proposed new scheduling order for the Action; and

(g) attorneys' fees and Litigation Expenses will be reimbursed as provided in ¶ 29 of this Stipulation.

49. It is further stipulated and agreed that Lead Plaintiffs, if they both agree, and the Settling Defendants, if they all agree, will each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Settling Parties within 30 days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part of the Settlement; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court. If the Settlement is terminated in accordance with the immediately preceding sentence, the provisions of ¶ 48 above will apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or reimbursement of Litigation Expenses, or with respect to any plan of allocation will not be considered material to the Settlement, will not affect the finality of any Judgment, and will not be grounds for termination of the Settlement.

50. In addition to the grounds provided in ¶ 49 above, Lead Plaintiffs will have the right to withdraw from and terminate the Settlement at any time before filing their motion in support of

final approval of the Settlement if, in their discretion, information produced during the due diligence period renders the proposed Settlement unfair, unreasonable, or inadequate. However, before exercising any right of withdrawal or termination under this ¶ 50, Lead Plaintiffs must submit their concerns to the Mediator.

51. In addition to the grounds provided in ¶ 49 above, comScore will have the unilateral right to terminate the Settlement if Settlement Class Members requesting exclusion from the Settlement Class meet the conditions provided in the confidential supplemental agreement with Plaintiffs (the “Supplemental Agreement”), in accordance with the terms of the Supplemental Agreement as provided in ¶¶ 53-54 below.

52. If comScore does not issue and deliver the Settlement Shares in accordance with this Stipulation, then Lead Plaintiffs may at their option either terminate this Settlement or apply to the Court for an order directing specific performance of comScore’s obligation to issue and deliver the Settlement Shares, or granting any other available, appropriate relief.

OPT-OUTS & OPT-OUT THRESHOLD

53. All persons and entities who are entitled to be Settlement Class Members (“Potential Settlement Class Members”) will have the right to exclude themselves, or opt out, from the Settlement Class. Potential Settlement Class Members who wish to elect to opt out must submit a request for exclusion that satisfies the requirements stated in the Notice to the Claims Administrator by the Opt-out Deadline. All Potential Settlement Class Members who validly opt out will be excluded from all rights and obligations under the Settlement, but those who do not opt out in the manner and time prescribed in this Stipulation will be deemed to be members of the Settlement Class regardless of whether they timely file Claim Forms, unless otherwise ordered by the Court.

EXECUTION VERSION

54. Simultaneously with execution of this Stipulation, Lead Counsel and Settling Defendants' Counsel are executing a Supplemental Agreement stating certain conditions under which this Settlement may be terminated at the sole option of comScore if the number of shares held by Potential Settlement Class Members who exclude themselves from the Settlement Class by timely submitting valid exclusion requests exceeds the Opt-out Threshold (as defined in the Supplemental Agreement). The Supplemental Agreement will not be filed with the Court unless and until a dispute arises between the Settling Parties with respect to its terms or application. In that event, the Settling Parties will request that the Supplemental Agreement be filed with and maintained by the Court under seal. If required by the Court, the Supplemental Agreement or any of its terms may be disclosed to the Court *in camera*, but this disclosure must be carried out to the fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental Agreement, particularly the Opt-out Threshold. If this Settlement is terminated in accordance with the Supplemental Agreement, the provisions of ¶ 48 above will apply.

NO ADMISSION OF WRONGDOING

55. Neither the Term Sheet, this Stipulation (whether or not consummated), including the exhibits to this Stipulation and the Plan of Allocation contained in the Notice (or any other plan of allocation that may be approved by the Court), the Judgment, the Supplemental Agreement, the negotiations leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken under or in connection with the Term Sheet, this Stipulation, or approval of the Settlement (including any arguments proffered in connection with approval of the Settlement):

(a) may be (i) offered against any of the Settling Defendants' Released Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Settling Defendants' Released Parties with respect to, (a) the truth of any

fact alleged by Plaintiffs; (b) the validity of any claim that was or could have been asserted in this Action or in any other litigation; (c) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation; or (d) any liability, negligence, fault, or other wrongdoing of any kind of any of the Settling Defendants' Released Parties; or (ii) in any way referred to for any other reason against any of the Settling Defendants' Released Parties, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than any proceedings that may be necessary to effectuate this Stipulation;

(b) may be (i) offered against any of the Plaintiffs' Released Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs' Released Parties (a) that any of their claims are without merit, that any of the Settling Defendants' Released Parties have meritorious defenses, or that damages recoverable under the Second Amended Complaint would not have exceeded the Settlement Amount; or (b) with respect to any liability, negligence, fault or wrongdoing of any kind; or (ii) in any way referred to for any other reason as against any of the Plaintiffs' Released Parties, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than any proceedings that may be necessary to effectuate this Stipulation; or

(c) may be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given under this Stipulation represents the amount that could be or would have been recovered after trial; *except that* if this Stipulation is approved by the Court, then the Settling Parties and the Released Parties and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Stipulation.

REPRESENTATIONS AND WARRANTIES BY DEFENDANTS

56. The Individual Defendants represent that they have released or will release, in connection with the contribution of policy limits by AIG Property Casualty Inc., QBE Insurance Corporation, Endurance Risk Solutions Assurance Co., and ACE American Insurance Company (together, "D&O Insurers") into the Settlement Fund, any claims against comScore, the D&O Insurers, Plaintiffs, or the Class with respect to those insurance proceeds contributed to the Settlement Fund.

57. comScore represents and warrants to Plaintiffs as follows:

(a) ***Organization and Qualification.*** comScore is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority necessary to enable it to own, lease, and operate the properties it purports to own, lease, or operate and to conduct its business as it is currently conducted. comScore is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character or location of the properties owned, leased, or operated by it or the nature of its activities makes such qualification or licensing necessary, except to the extent that the failure to be so qualified or licensed and in good standing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) ***Authority; Approvals and Enforceability.***

(i) comScore has all requisite corporate power and authority to execute and deliver this Stipulation, to perform its obligations under this Stipulation, and subject only to the approval of the Court and any applicable State Blue Sky Laws, to consummate the issuance and delivery of the Settlement Shares.

(ii) The execution and delivery of this Stipulation by comScore, the performance by comScore of its obligations under this Stipulation, and the consummation of the

issuance and delivery of the Settlement Shares have been duly and validly authorized by the comScore board of directors.

(iii) Except for the approval of the Court and pursuant to any applicable State Blue Sky Laws, no other corporate proceedings on the part of comScore are necessary to approve or adopt this Stipulation under applicable Legal Requirements and to consummate the issuance and delivery of the Settlement Shares in accordance with its terms.

(iv) This Stipulation has been duly and validly executed and delivered by comScore, and assuming due authorization, execution, and delivery by Lead Plaintiffs, this Stipulation constitutes a valid and binding obligation of comScore, enforceable against comScore in accordance with its terms, except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar Legal Requirements affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

(c) ***Required Filings and Consents.***

(i) The execution and delivery by comScore of this Stipulation do not, and the performance by comScore of its covenants and agreements under this Stipulation and the consummation by comScore of the transactions contemplated by this Stipulation will not, assuming Final approval of this Stipulation by the Court, (A) conflict with or violate the comScore Certificate of Incorporation or the comScore Bylaws, (B) conflict with or violate any Legal Requirements applicable to comScore or by which its properties is bound, (C) require notice to or the consent of any person or entity under, result in any breach of or constitute a default (or an event that with notice or lapse of time would become a default) or conflict with any of the agreements of comScore listed on Schedule 1, or (D) give rise to or result in any person having, or having the right to exercise, any preemptive rights, rights of first refusal, rights to acquire or similar rights

with respect to any capital stock of comScore or any of its assets or properties, except in each of (A), (B), (C), and (D) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(ii) The execution and delivery by comScore of this Stipulation do not, and the performance by comScore of its covenants and agreements under this Stipulation and the consummation by comScore of its obligations under this Stipulation (including the issuance and delivery of the Settlement Shares) will not, require any consent, approval, order, license, authorization, registration, declaration or permit of, or filing with or notification to, any Governmental Authority, except for Final approval of this Stipulation by the Court and pursuant to any applicable State Blue Sky Laws.

(d) ***Certificate of Incorporation and Bylaws.*** comScore has made available to Lead Plaintiffs a complete and accurate copy of the comScore Certificate of Incorporation and comScore Bylaws. The comScore Certificate of Incorporation and comScore Bylaws, each as amended to date, are in full force and effect, and neither the comScore board of directors nor, to the knowledge of comScore, any comScore stockholder has taken any action to amend the comScore Certificate of Incorporation or the comScore Bylaws in any respect. comScore is not currently in breach or violation of any of the provisions of the comScore Certificate of Incorporation or the comScore Bylaws.

(e) ***Capitalization.***

(i) As of the date hereof, the authorized capital stock of comScore consists of 100,000,000 shares of comScore Common Stock and 5,000,000 shares of comScore preferred stock, par value \$0.001 per share ("comScore Preferred Stock"). As of December 13, 2017, (A) 57,304,236 shares of comScore Common Stock were issued and outstanding, (B) no

shares of comScore Preferred Stock were issued and outstanding, (C) approximately 8,987,559 shares of comScore Common Stock were reserved or contemplated for issuance pursuant to existing equity plans, arrangements, agreements, or commitments, and (D) approximately 2,764,796 shares of comScore Common Stock were issued and held in the treasury of comScore. Since December 13, 2017, comScore has not issued any securities (including derivative securities) except for shares of comScore Common Stock issued upon exercise of stock options or other stock awards. This representation and warranty is as of the date of execution of this Stipulation.

(ii) Except as described in Paragraph 57(d)(i), as of the date hereof, no capital stock of comScore or any security convertible or exchangeable into or exercisable for such capital stock, is issued, reserved for issuance or outstanding as of the date of this Stipulation.

(iii) All Settlement Shares will be, upon issuance on the terms and conditions specified in this Stipulation, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the Delaware General Corporation Law, the comScore Certificate of Incorporation or the comScore Bylaws or any agreement to which comScore is a party or otherwise bound.

(iv) comScore Common Stock constitutes the only class of equity securities of comScore registered or required to be registered under the Exchange Act.

(f) **Financial Information.** comScore's or its counsel's representations to Lead Plaintiffs during the August 17, 2017 mediation session ("Mediation Representations") included certain Company-prepared unaudited historical financial information, budgeted financial information and forecasted financial information, including forecasted Company cash flow results, all as presented in the Mediation Presentation dated August 17, 2017 (collectively, the "Company

Information”). The Company Information was based on information and estimates available to the Company as of the date thereof, including unaudited historical financial information that is subject to audit or management’s adjustments, management’s then-current expectations of future events and actions that may impact the Company’s projected results, and other assumptions that are subject to change, adjustment and other variables. As such, the Company Information was and remains subject to a number of risks and uncertainties that could cause actual results to differ materially or adversely from those set forth in or implied by the Company Information. The Company believes that the Company Information was reasonable and accurate as of August 17, 2017 and that the Mediation Representations were made in good faith with a reasonable basis. Subject to and in furtherance of the provisions in ¶¶ 3-8 of this Stipulation, and upon mutual agreement with Lead Plaintiffs regarding same, the Company has provided documents, materials or information in support of the reasonableness and accuracy of the Mediation Representations. comScore further agrees that it will (a) provide to Lead Plaintiffs prior to the Settlement Hearing its unaudited condensed consolidated financial statements for 2017; and (b) represent and warrant as of the date of the delivery of those financial statements that comScore has a good faith belief these financial statements fairly present under U.S. GAAP the financial condition and statement of operations of comScore as of December 31, 2017, subject to any adjustments made as a result of the final management review and audit of those financial statements.

(g) **Accounting Matters.** comScore’s decision (effective September 28, 2017 and reported in a form 8-K filed with the SEC on October 4, 2017) not to engage Ernst & Young LLP (“EY”) as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2017 and instead to engage Deloitte & Touche LLP as the Company’s independent registered public accounting firm for 2017 was not the result of any disagreement

with EY. During the fiscal years ended December 31, 2015 and 2016, and during the period subsequent to December 31, 2016 to the date of the decision referenced above, there were no disagreements with EY on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of EY, would have caused EY to make reference to the subject matter of the disagreement in connection with its reports.

MISCELLANEOUS PROVISIONS

58. All of the exhibits attached to this Stipulation are incorporated by reference as though fully stated in this Stipulation. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached to it, the terms of the Stipulation will prevail.

59. As provided by the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715(b)-(c), comScore must timely serve a CAFA notice upon the appropriate federal and state officials within ten calendar days of the filing of this Stipulation with the Court. comScore will be responsible for all costs and expenses related to the CAFA notice.

60. The Parties acknowledge and warrant as follows:

(a) By executing this Stipulation, each of the Settling Parties represents that he, she, or it has carefully read and fully understands this Stipulation and its final and binding effect.

(b) By executing this Stipulation, each of the Settling Parties represents that the execution and delivery of this Stipulation and the performance of every obligation in this Stipulation do not and will not result in a breach of or constitute a default under, or require any consent under, any duty, relationship, contract, agreement, covenant, promise, guarantee, obligation or instrument to which the executing Settling Party is a party or by which the executing Settling Party is bound or affected.

(c) By executing this Stipulation, each of the Settling Parties represents that there is no demand for monetary, non-monetary, or injunctive relief, or any civil, criminal, administrative, or arbitration proceeding for monetary, non-monetary, or injunctive relief known or suspected to exist against him, her, or it that would affect his, her, or its ability to enter into, execute, or perform every obligation in this Stipulation.

(d) By executing this Stipulation, each of the Settling Parties represents that this Stipulation is fair and is executed voluntarily, with full knowledge of the consequences and implications of the obligations contained in this Stipulation.

(e) By executing this Stipulation, each of the Settling Parties represents that this Stipulation is not the result of any fraud, duress, or undue influence, and that he, she, or it has not assigned, transferred, or conveyed or purported to assign, transfer, or convey, voluntarily, involuntarily, or by operation of law, any or all of his, her, or its respective rights and claims.

(f) By executing this Stipulation, each of the Settling Parties represents that he, she, or it has had the opportunity to be represented by counsel of his, her, or its choice throughout the negotiations which preceded the execution of this Stipulation and in connection with the preparation and execution of this Stipulation.

(g) By executing this Stipulation, each of the Settling Parties represents that he, she, or it has been afforded sufficient time and opportunity to review this Stipulation with advisors and counsel of his, her, or its choice.

61. If a court of competent jurisdiction enters a final order determining the transfer of money to the Settlement Fund or issuance of any Settlement Shares or any portion of that transfer or issuance to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion of that transfer or issuance is required to be returned (but not promptly deposited into the

Cash Settlement Fund by others or the equivalent value of Settlement Shares not replaced by others), then, at the election of Lead Plaintiffs, Lead Plaintiffs and the Settling Defendants will jointly move the Court to vacate and set aside the Releases given and the Judgment, in which event the Releases and Judgment will be null and void, the Settling Parties will be restored to their respective positions in the litigation as provided in ¶ 48 above, and any cash amounts in the Escrow Account and , if applicable, any previously issued Settlement Shares (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) will be returned as provided in ¶ 48 above.

62. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiffs and any other Settlement Class Members against the Settling Defendants' Released Parties with respect to the Released Plaintiffs' Claims. Accordingly, Lead Plaintiffs, and their counsel, and the Settling Defendants, and their counsel, agree not to assert in any forum that this Action was brought by Plaintiffs or defended by the Settling Defendants in bad faith and without a reasonable basis. No Settling Party will assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action. The Settling Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Settling Parties, including through a mediation process, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

63. While retaining their right to deny that the claims asserted in the Action were meritorious, the Settling Defendants and their counsel, in any statement made to any media

representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. Likewise, while retaining their right to assert that their claims in the action were meritorious, Plaintiffs and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Settling Defendants' defenses were asserted in bad faith, nor will they deny that the Settling Defendants defended the Action in good faith and that the action is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiffs, Plaintiffs' Counsel, Settling Defendants, and Settling Defendants' Counsel will not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and will not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

64. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of both Lead Plaintiffs and the Settling Defendants (or their successors-in-interest).

65. All time periods stated in this Stipulation will be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period will run until the end of the next day that is not a Saturday, a Sunday, or a legal holiday. As used in the preceding sentence, "legal holiday" includes New Year's Day, Martin Luther King, Jr. Day,

Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any other day appointed as a federal holiday.

66. Any section or paragraph headings in this Stipulation are used for the purpose of convenience only and are not meant to have legal effect.

67. The administration and consummation of the Settlement as embodied in this Stipulation will be under the authority of the Court, and the Court will retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel, and enforcing this Stipulation, including the Plan of Allocation (or any other plan of allocation that may be approved by the Court) and the distribution of the Net Settlement Fund to Settlement Class Members.

68. The waiver by one Settling Party of any breach of this Stipulation by any other Settling Party will not be deemed a waiver of any other prior or subsequent breach of this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by the affected Settling Party or counsel for that Party. No failure or delay on the part of any Settling Party in exercising any right, remedy, power, or privilege under this Stipulation will operate as a waiver of that or any other right, remedy, power, or privilege of that Settling Party under this Stipulation; nor will any single or partial exercise of any right, remedy, power, or privilege under this Stipulation on the part of any Settling Party operate as a waiver of that or any other right, remedy, power, or privilege of that Settling Party under this Stipulation, or preclude further exercise of that or any other right, remedy, power, or privilege under this Stipulation.

69. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Plaintiffs and the Settling Defendants concerning the Settlement and this Stipulation and its exhibits. All Settling Parties acknowledge that no other agreements,

representations, warranties, or inducements have been made by any Settling Party concerning this Stipulation, its exhibits, or the Supplemental Agreement other than those contained and memorialized in those documents.

70. This Stipulation may be executed in one or more counterparts, and exchanged among the Settling Parties by facsimile or email of the .pdf or .tif image of the signature. The signatures so transmitted will be given the same effect as the original signatures. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of executed counterparts of this Stipulation shall be filed with the Court.

71. This Stipulation will be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, including all Released Parties and any corporation, partnership, or other entity into or with which any Settling Party may merge, consolidate, or reorganize. No assignment will relieve any party to this Stipulation of any obligations under the Stipulation.

72. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate them will be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

73. Any action arising under or to enforce this Stipulation, or any portion of this Stipulation, will be commenced and maintained only in the Court.

74. This Stipulation will not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations among the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

75. All counsel and any other person executing this Stipulation and any of the exhibits to this Stipulation, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken under the Stipulation to effectuate its terms, without the further consent, approval, or authorization of any person, board, entity, tribunal, or other regulatory or governmental authority.

76. Lead Plaintiffs, on behalf of the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class under this Stipulation to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class that: (a) are not materially inconsistent with the Judgment entered by the Court; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement.

77. Lead Counsel and Settling Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts promptly to agree upon and execute all other documentation that may be reasonably required to obtain final approval by the Court of the Settlement.

78. If any Settling Party is required to give notice to another Settling Party under this Stipulation, the notice must be in writing and will be deemed to have been duly given upon receipt of hand delivery, facsimile, or email transmission, with confirmation of receipt. Notice will be provided as follows:

If to Lead Plaintiffs or Lead Counsel: Bernstein Litowitz Berger & Grossmann LLP
Attn: John C. Browne, Esq.
1251 Avenue of the Americas
New York, NY 10020

Telephone: (212) 554-1400
Email: JohnB@blbglaw.com

If to Settling Defendants: Jones Day
Attn: Robert Micheletto, Esq.
250 Vesey Street
New York, NY 10281
Telephone: (212) 326-3939
Email: rmicheletto@jonesday.com

79. Except as otherwise provided in this Stipulation, each Settling Party will bear its own costs.

80. Whether or not the Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Settling Parties and their counsel will use their best efforts to keep all negotiations, discussions, preliminary agreements, and drafts in connection with the Stipulation confidential.

81. All agreements made and orders entered during the course of this Action relating to the confidentiality of information will survive this Settlement.

82. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Settling Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination of those obligations, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

EXECUTION VERSION

IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of December 28, 2017.

**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**

By: John Browne / JC *by permission*
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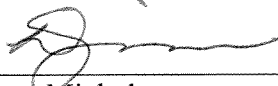
*Lead Counsel for Lead Plaintiffs and the
Settlement Class*

**KESSLER TOPAZ MELTZER & CHECK
LLP**

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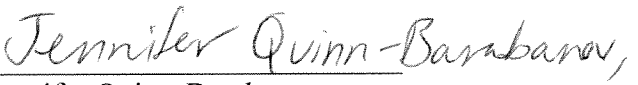
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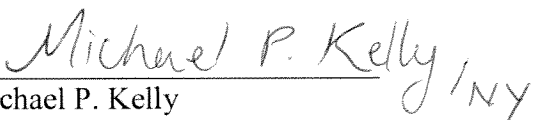
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