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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **March 31, 2018**

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from            to

Commission File Number: **001-35198**

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**Pandora Media, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**2101 Webster Street, Suite 1650  
Oakland, CA**

(Address of principal executive offices)

**94-3352630**

(I.R.S. Employer  
Identification No.)

**94612**

(Zip Code)

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**(510) 451-4100**

(Registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted to its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares of registrant's common stock outstanding as of April 30, 2018 was: 255,110,267.

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**Pandora Media, Inc.**  
**FORM 10-Q Quarterly Report**  
**Table of Contents**

	<u>Page No.</u>
<b><u>PART I. FINANCIAL INFORMATION</u></b>	
<a href="#">Item 1.</a> <a href="#">Financial Statements (unaudited)</a>	<a href="#">3</a>
<a href="#">Condensed Consolidated Balance Sheets as of December 31, 2017 and March 31, 2018</a>	<a href="#">3</a>
<a href="#">Condensed Consolidated Statements of Operations for the Three Months Ended March 31, 2017 and 2018</a>	<a href="#">4</a>
<a href="#">Condensed Consolidated Statements of Comprehensive Loss for the Three Months Ended March 31, 2017 and 2018</a>	<a href="#">5</a>
<a href="#">Condensed Consolidated Statements of Cash Flows for the Three Months Ended March 31, 2017 and 2018</a>	<a href="#">6</a>
<a href="#">Notes to Condensed Consolidated Financial Statements</a>	<a href="#">7</a>
<a href="#">Item 2.</a> <a href="#">Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">22</a>
<a href="#">Item 3.</a> <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	<a href="#">38</a>
<a href="#">Item 4.</a> <a href="#">Controls and Procedures</a>	<a href="#">39</a>
<b><u>PART II. OTHER INFORMATION</u></b>	
<a href="#">Item 1.</a> <a href="#">Legal Proceedings</a>	<a href="#">40</a>
<a href="#">Item 1A.</a> <a href="#">Risk Factors</a>	<a href="#">40</a>
<a href="#">Item 6.</a> <a href="#">Exhibits</a>	<a href="#">41</a>
<a href="#">Signatures</a>	<a href="#">43</a>

**PART I. FINANCIAL INFORMATION****Item 1. Financial Statements**

**Pandora Media, Inc.**  
**Condensed Consolidated Balance Sheets**  
**(in thousands, except share and per share amounts) (unaudited)**

	<u>As of December 31, 2017</u>	<u>As of March 31, 2018</u>
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 499,597	\$ 454,923
Short-term investments	1,250	89,482
Accounts receivable, net of allowance of \$5,352 at December 31, 2017 and \$4,580 at March 31, 2018	336,429	269,584
Prepaid content acquisition costs	55,668	35,901
Prepaid expenses and other current assets	19,220	20,074
Total current assets	912,164	869,964
Convertible promissory note receivable	35,471	—
Property and equipment, net	116,742	114,487
Goodwill	71,243	71,243
Intangible assets, net	19,409	17,891
Other long-term assets	11,293	11,285
Total assets	<u>\$ 1,166,322</u>	<u>\$ 1,084,870</u>
<b>Liabilities, redeemable convertible preferred stock and stockholders' equity</b>		
Current liabilities		
Accounts payable	\$ 14,896	\$ 15,762
Accrued liabilities	34,535	37,655
Accrued content acquisition costs	97,751	106,254
Accrued compensation	47,635	42,908
Deferred revenue	31,464	37,681
Total current liabilities	226,281	240,260
Long-term debt, net	273,014	278,410
Other long-term liabilities	23,500	22,714
Total liabilities	<u>522,795</u>	<u>541,384</u>
Redeemable convertible preferred stock: 480,000 shares issued and outstanding at December 31, 2017 and 480,000 at March 31, 2018	490,849	498,211
<b>Stockholders' equity</b>		
Common stock: 250,867,462 shares issued and outstanding at December 31, 2017 and 255,044,043 at March 31, 2018	25	26
Additional paid-in capital	1,422,221	1,453,915
Accumulated deficit	(1,269,351)	(1,408,419)
Accumulated other comprehensive loss	(217)	(247)
Total stockholders' equity	<u>152,678</u>	<u>45,275</u>
Total liabilities, redeemable convertible preferred stock and stockholders' equity	<u>\$ 1,166,322</u>	<u>\$ 1,084,870</u>

The accompanying notes are an integral part of the condensed consolidated financial statements.

**Pandora Media, Inc.**  
**Condensed Consolidated Statements of Operations**  
**(in thousands, except per share amounts)**  
**(unaudited)**

	Three months ended March 31,	
	2017	2018
Revenue		
Advertising	\$ 223,308	\$ 214,568
Subscription and other	64,878	104,665
Ticketing service	27,818	—
Total revenue	316,004	319,233
Cost of revenue		
Cost of revenue—Content acquisition costs	187,420	217,580
Cost of revenue—Other	25,532	26,849
Cost of revenue—Ticketing service	18,618	—
Total cost of revenue	231,570	244,429
Gross profit	84,434	74,804
Operating expenses		
Product development	39,588	35,884
Sales and marketing	125,102	124,216
General and administrative	44,525	41,631
Total operating expenses	209,215	201,731
Loss from operations	(124,781)	(126,927)
Interest expense	(7,381)	(7,286)
Other income, net	229	2,582
Total other expense, net	(7,152)	(4,704)
Loss before provision for income taxes	(131,933)	(131,631)
Provision for income taxes	(334)	(74)
Net loss	(132,267)	(131,705)
Net loss available to common stockholders	\$ (132,267)	\$ (139,068)
Basic and diluted net loss per common share	\$ (0.56)	\$ (0.55)
Weighted-average basic and diluted common shares	237,515	252,934

The accompanying notes are an integral part of the condensed consolidated financial statements.

**Pandora Media, Inc.**  
**Condensed Consolidated Statements of Comprehensive Loss**  
**(in thousands)**  
**(unaudited)**

	<b>Three months ended March 31,</b>	
	<b>2017</b>	<b>2018</b>
Net loss	\$ (132,267)	\$ (131,705)
Change in foreign currency translation adjustment	191	(14)
Change in net unrealized gain (loss) on marketable securities	35	(16)
Other comprehensive income (loss)	226	(30)
Total comprehensive loss	<u>\$ (132,041)</u>	<u>\$ (131,735)</u>

The accompanying notes are an integral part of the condensed consolidated financial statements.

**Pandora Media, Inc.**  
**Condensed Consolidated Statements of Cash Flows**  
**(in thousands) (unaudited)**

	Three months ended March 31,	
	2017	2018
<b>Operating activities</b>		
Net loss	\$ (132,267)	\$ (131,705)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities		
Loss on dispositions	—	2,173
Depreciation and amortization	17,680	13,779
Stock-based compensation	29,618	26,436
Amortization of premium on investments, net	53	(118)
Accretion of discount on convertible promissory note receivable	—	(534)
Other operating activities	365	65
Amortization of debt discount	4,886	5,396
Interest income	—	(810)
Provision for (recoveries of) bad debt	1,390	(315)
Changes in operating assets and liabilities		
Accounts receivable	44,941	67,160
Prepaid content acquisition costs	(2,232)	19,767
Prepaid expenses and other assets	(5,579)	(1,588)
Accounts payable, accrued and other current liabilities	13,192	4,749
Accrued content acquisition costs	(3,762)	8,503
Accrued compensation	(13,207)	(1,347)
Other long-term liabilities	(244)	(786)
Deferred revenue	3,996	6,217
Reimbursement of cost of leasehold improvements	5,236	357
Net cash (used in) provided by operating activities	<u>(35,934)</u>	<u>17,399</u>
<b>Investing activities</b>		
Purchases of property and equipment	(1,980)	(3,410)
Internal-use software costs	(7,765)	(5,489)
Purchases of investments	—	(89,341)
Proceeds from maturities of investments	11,220	1,250
Proceeds from cancellation of convertible promissory note receivable	—	34,742
Net cash provided by (used in) investing activities	<u>1,475</u>	<u>(62,248)</u>
<b>Financing activities</b>		
Proceeds from employee stock purchase plan	2,798	37
Proceeds from exercise of stock options	2,388	248
Tax payments from net share settlements of restricted stock units	—	(287)
Net cash provided by (used in) financing activities	<u>5,186</u>	<u>(2)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	210	(8)
Net decrease in cash, cash equivalents and restricted cash	(29,063)	(44,859)
Cash, cash equivalents and restricted cash at beginning of period	201,820	500,854
Cash, cash equivalents and restricted cash at end of period	<u>\$ 172,757</u>	<u>\$ 455,995</u>
<b>Supplemental disclosures of cash flow information</b>		
Purchases of property and equipment recorded in accounts payable and accrued liabilities	\$ 4,098	\$ 1,339
Cash paid during the period for interest	\$ 896	\$ 249
Preferred stock dividends	\$ —	\$ 7,363
Employee Stock Purchase Plan ("ESPP") purchases	\$ 3,306	\$ 3,381
<b>Reconciliation of cash, cash equivalents and restricted cash as shown in the statements of cash flows</b>		
Cash and cash equivalents	\$ 170,881	\$ 454,923
Restricted cash included in prepaid expenses and other current assets line item of Condensed Consolidated Balance Sheets	—	1,072
Restricted cash included in other long-term assets line item of Condensed Consolidated Balance Sheets	1,876	—
Total cash, cash equivalents and restricted cash	<u>\$ 172,757</u>	<u>\$ 455,995</u>

The accompanying notes are an integral part of the condensed consolidated financial statements.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements**  
**(unaudited)**

**1. Description of Business and Basis of Presentation**

*Pandora—Streaming Radio Service and On-Demand Music Services*

Pandora is the world's most powerful music discovery platform, offering a personalized experience for each of our listeners wherever and whenever they want to listen to music—whether through mobile devices, car speakers or connected devices in the home.

Pandora is available as an ad-supported radio service, a radio subscription service called Pandora Plus and an on-demand subscription service called Pandora Premium. The majority of our listener hours occur on mobile devices, with the majority of our revenue generated from advertising on our ad-supported service on these devices. With billions of data points that help us understand our users' preferences, we offer both local and national advertisers the opportunity to deliver targeted messages to our listeners using a combination of audio, display and video advertisements. We also generate increasing revenue from subscriptions to Pandora Plus and Pandora Premium. We were incorporated as a California corporation in January 2000 and reincorporated as a Delaware corporation in December 2010. Our principal operations are located in the United States.

As used herein, "Pandora," "we," "our," "the Company" and similar terms include Pandora Media, Inc. and its subsidiaries, unless the context indicates otherwise.

*Basis of Presentation*

The interim unaudited condensed consolidated financial statements and accompanying notes have been prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP") along with the instructions to Form 10-Q and Article 10 of Securities and Exchange Commission ("SEC") Regulation S-X, and include the accounts of Pandora and our wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. In the opinion of our management, the interim unaudited condensed consolidated financial statements include all adjustments, which include only normal recurring adjustments, necessary for the fair presentation of our financial position for the periods presented. These interim unaudited condensed consolidated financial statements are not necessarily indicative of the results expected for the full fiscal year or for any subsequent period and should be read in conjunction with the audited consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2017.

Certain changes in presentation have been made to conform the prior period presentation to current period reporting. We have reclassified bad debt from the other operating activities line item to the bad debt line item of the Condensed Consolidated Statements of Cash Flows. We have also shown the changes in the total of cash, cash equivalents, restricted cash and restricted cash equivalents in the Condensed Consolidated Statements of Cash Flows.

*Use of Estimates*

The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities and the related disclosures at the date of the financial statements, as well as the reported amounts of revenue and expenses during the periods presented. Estimates are used in several areas including, but not limited to determining accrued content acquisition costs, amortization of minimum guarantees under content acquisition agreements, selling prices for elements sold in arrangements with multiple performance obligations, the allowance for doubtful accounts, the fair value of stock options, the ESPP, the provision for (benefit from) income taxes, fair value of acquired intangible assets and goodwill and the useful lives of acquired intangible assets. To the extent there are material differences between these estimates, judgments or assumptions and actual results, our financial statements could be affected. In many cases, the accounting treatment of a particular transaction is specifically dictated by U.S. GAAP and does not require management's judgment in its application. There are also areas in which management's judgment in selecting among available alternatives would not produce a materially different result.

**2. Summary of Significant Accounting Policies**

Other than discussed below, there have been no material changes to our significant accounting policies as compared to those described in our Annual Report on Form 10-K for the year ended December 31, 2017.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

*Revenue Recognition*

Refer to [Note 3 "Revenues"](#) in the Notes to Condensed Consolidated Financial Statements for our Revenue Recognition policy.

*Concentration of Credit Risk*

For the three months ended March 31, 2017 and 2018, we had no customers that accounted for more than 10% of our total revenue. As of December 31, 2017 and March 31, 2018, we had no customers that accounted for more than 10% of our total accounts receivable.

*Recently Issued Accounting Standards*

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, Leases (Topic 842) ("ASU 2016-02"). ASU 2016-02 requires lessees to put most leases on their balance sheets and recognize expenses on their income statements and also eliminates the real estate-specific provisions for all entities. The guidance is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. We expect to adopt ASU 2016-02 as of January 1, 2019 using the modified retrospective method. We are in the process of evaluating the impact of ASU 2016-02 on our consolidated financial statements and expect there to be a material impact related to the recognition of new right of use assets and lease liabilities on our balance sheet for operating leases.

In June 2016, the FASB issued Accounting Standards Update No. 2016-13, Credit Losses—Measurement of Credit Losses on Financial Instruments ("ASU 2016-13"). ASU 2016-13 will replace today's incurred loss approach with an expected loss model for instruments measured at amortized cost and require entities to record allowances for available-for-sale debt securities rather than reduce the carrying amount. The guidance is effective for fiscal years beginning after December 15, 2019, and interim periods within that fiscal year, although early adoption is permitted. We are currently evaluating the impact that this standard update will have on our condensed consolidated financial statements.

*Recently Adopted Accounting Standards*

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09"), which amends the existing accounting standards for revenue recognition. ASU 2014-09 outlines a single comprehensive model for entities to use in accounting for revenue. Under the guidance, revenue is recognized when a company transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. We have adopted ASU 2014-09 as of January 1, 2018 using the modified retrospective method applied to those contracts which were not completed as of January 1, 2018. Revenues and contract assets or liabilities for contracts completed prior to January 1, 2018 are presented under Topic 605, and revenues and contract assets and liabilities from contracts which were not completed or started after December 31, 2017 are presented under Topic 606. The adoption of this guidance does not have a material impact on our consolidated financial statements. Refer to [Note 3 "Revenues"](#) in the Notes to Condensed Consolidated Financial Statements for further information.

In November 2016, the FASB issued Accounting Standards Update No. 2016-18, Statement of Cash Flows (Topic 230), Restricted Cash ("ASU 2016-18"). ASU 2016-18 requires amounts generally described as restricted cash and restricted cash equivalents be included with cash and cash equivalents when reconciling the total beginning and ending amounts for the periods shown on the statement of cash flows. The guidance is effective retrospectively for fiscal years beginning after December 15, 2017, and interim periods within that fiscal year. We adopted this guidance effective January 1, 2018, using the retrospective transition approach for all periods presented. The adoption of ASU 2016-18 does not have a material impact on our consolidated financial statements.

In January 2017, the FASB issued Accounting Standards Update No. 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business (ASU 2017-01). ASU 2017-01 revises the definition of a business and provides new guidance in evaluating when a set of transferred assets and activities is considered a business. We adopted this guidance effective January 1, 2018, using the prospective approach. The new standard did not have an impact on our condensed consolidated financial statements.



**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

### 3. Revenues

#### *Adoption of ASC Topic 606, "Revenue from Contracts with Customers"*

The new accounting standard under ASC 606 became effective for all public companies with fiscal years beginning after December 15, 2017. On January 1, 2018, we adopted ASC 606 using the modified retrospective method. This method required retrospective application of the new accounting standard to all unfulfilled contracts that were outstanding as of January 1, 2018. Revenues and contract assets or liabilities for contracts completed prior to January 1, 2018, including ticketing revenue related to Ticketfly, are presented under Topic 605, and revenues and contract assets and liabilities from contracts which were not completed or started after December 31, 2017 are presented under Topic 606.

We recorded an immaterial adjustment to opening accumulated deficit as of January 1, 2018 due to the cumulative impact of adopting Topic 606, primarily related to deferred revenue.

#### *Revenue Recognition*

Revenues are recognized when a contract with a customer exists, and the control of the promised services are transferred to our customers, in an amount that reflects the consideration we expect to receive in exchange for those services. Substantially all of our revenues are generated from contracts with customers in the United States.

#### *Gross Versus Net Revenue Recognition*

We report revenue on a gross or net basis based on management's assessment of whether we act as a principal or agent in the transaction. To the extent we act as the principal, revenue is reported on a gross basis unless we are unable to determine the amount on a gross basis, in which case we report revenue on a net basis. The determination of whether we act as a principal or an agent in a transaction is based on an evaluation of whether we control the good or service prior to transfer to the customer. We have determined that we act as the principal in all of our revenue streams.

#### *Advertising Revenue*

We generate advertising revenue primarily from audio, display and video advertising. We generate the majority of our advertising revenue through the delivery of advertising impressions sold on a cost per thousand basis ("CPM"). We also offer advertising on other units of measure, such as cost per engagement ("CPE") and cost per view ("CPV"), under which an advertiser pays us based on the number of times a listener engages with an ad. We consider the performance obligation as the ad insertion on the order, which is a series type performance obligation.

We determine that a contract exists when we have an agreed-to insertion order or a fully executed customer-specific agreement. The duration of our contracts is generally less than one year. Revenue is recognized as performance obligations are satisfied, which generally occurs as ads are delivered through our platform. We generally recognize revenue based on delivery information from our campaign trafficking systems. Certain advertising arrangements include performance obligations other than advertising, such as music events. For these performance obligations, revenue is recognized when the customer obtains control of the promised services, such as when a music event occurs.

Certain customers may receive cash-based incentives or rebates, which are accounted for as variable consideration in the determination of the transaction price. We use the expected value method to estimate the value of such variable consideration to include in the transaction price and reflect changes to such estimates in the period in which they occur. The amount of variable consideration included in revenues is limited to the extent that it is probable that the amount will not be subject to a significant reversal when the uncertainty associated with the variable consideration is subsequently resolved.

Certain contracts include added value ("AV") elements, under which the customer may receive credits for free advertising services in exchange for advertising spend commitments, either based on total contract amount, defined spend tiers or overall commitments across multiple contracts. We have determined that these AV elements represent a material right to the customer, and therefore are treated as distinct performance obligations. We determine an estimated selling price for these items and include them in the allocation of the transaction price of a contract or series of contracts, as applicable.

Our payment terms vary by the type and location of customers. The time between satisfaction of performance obligations and when payment is due does not exceed one year. For certain services and customer types, upon the execution of a contract, we may require payment before the services are delivered to the customer. These payments are recorded as contract liabilities in our condensed consolidated financial statements.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

*Arrangements with multiple performance obligations—Advertising revenue*

Our contracts with customers generally include multiple performance obligations. For such arrangements, we allocate revenue to each performance obligation based on its relative standalone selling price. We generally determine standalone selling prices based on an analysis of the historical prices charged to customers, or by estimating the standalone selling price using expected cost plus margin.

*Subscription and Other Revenue*

Pandora is also available as a radio subscription service called Pandora Plus and an on-demand subscription service called Pandora Premium. Pandora Plus is a paid, ad-free subscription version of the Pandora service that includes replays, additional skipping, offline listening, higher quality audio on supported devices and longer timeout-free listening.

The features of Pandora Plus are also included in Pandora Premium. Pandora Premium is a paid, ad-free version of the Pandora service that offers a unique, on-demand experience, providing users with the ability to search, play and collect songs and albums, build playlists on their own or with the tap of a button the app will automatically generate a playlist based on the user's listening activity.

We generate revenue for these subscription services on both a direct basis and through subscriptions sold through certain third-party mobile device app stores. For subscriptions sold through third-party mobile device app stores, the subscriber executes a click-through agreement with Pandora outlining the terms and conditions between Pandora and the subscriber upon purchase of the subscription. The mobile device app stores promote the Pandora app through their e-store, process payments for subscriptions, and retain a percentage of revenue as a fee. We report this revenue gross of the fee retained by the mobile device app stores, as the subscriber is Pandora's customer in the contract and Pandora controls the service prior to the transfer to the subscriber.

Subscription revenue is a series type performance obligation and is recognized net of sales tax amounts collected from subscribers. The enforceable rights in monthly subscription contracts are the monthly service period, whereas the annual subscriptions are cancelable at any time. For monthly subscriptions where there are no cancellation provisions, we recognize revenue on a straight-line basis over the monthly service term. Because of the cancellation clauses for the annual subscriptions, the duration of these contracts is daily, and revenue for these contracts is recognized on a daily ratable basis. Historically, cancellation rates have been immaterial.

Subscription revenue from monthly subscriptions sold indirectly through mobile device app stores may be subject to partners' refund or cancellation terms. Revenues are recognized net of any adjustments for variable consideration, including refunds and other fees, as reported by the partners.

Our payment terms vary based on whether the subscription is sold on a direct basis or through mobile device app stores. Subscriptions sold on a direct basis require payment before the services are delivered to the customer. The payment terms for subscriptions sold through mobile device app stores vary and generally range from 30 to 60 days.

*Contract Assets and Liabilities*

We record those services which we have delivered and have a right to invoice as a contract asset. We record any payments which are received or due in advance of our performance, and where a contract exists, as contract liabilities. The increase in the deferred revenue balance for the three months ended March 31, 2018 is primarily driven by cash payments received or due in advance of satisfying our performance obligations, offset by \$21.6 million of revenues recognized that were included in the deferred revenue balance as of December 31, 2017.

*Practical Expedients and Exemptions*

We generally expense sales commissions when incurred because the duration of the contracts for which we pay commissions are less than one year. These costs are included in the sales and marketing line item of our Condensed Consolidated Statements of Operations.

We do not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

**4. Cash, Cash Equivalents and Investments**

Cash, cash equivalents and investments consisted of the following:

	<b>As of December 31, 2017</b>	<b>As of March 31, 2018</b>
(in thousands)		
Cash and cash equivalents		
Cash	\$ 146,294	\$ 231,740
Money market funds	353,303	105,865
Commercial paper	—	117,318
<b>Total cash and cash equivalents</b>	<b>\$ 499,597</b>	<b>\$ 454,923</b>
Short-term investments		
Commercial paper	\$ —	\$ 77,065
Corporate debt securities	1,250	12,417
<b>Total short-term investments</b>	<b>\$ 1,250</b>	<b>\$ 89,482</b>
<b>Cash, cash equivalents and investments</b>	<b>\$ 500,847</b>	<b>\$ 544,405</b>

Our short-term investments have maturities of twelve months or less and are classified as available-for-sale.

The following table summarizes our available-for-sale securities' adjusted cost, gross unrealized gains, gross unrealized losses and fair value by significant investment category as of March 31, 2018. As of December 31, 2017, the adjusted cost and fair value by significant investment category are the same.

	As of March 31, 2018		
	<b>Adjusted Cost</b>	<b>Unrealized Losses</b>	<b>Fair Value</b>
	(in thousands)		
Money market funds	\$ 105,865	\$ —	\$ 105,865
Commercial paper	194,384	(1)	194,383
Corporate debt securities	12,432	(15)	12,417
<b>Total cash equivalents and marketable securities</b>	<b>\$ 312,681</b>	<b>\$ (16)</b>	<b>\$ 312,665</b>

All of our investments have maturities of twelve months or less as of December 31, 2017 and March 31, 2018.

The following table summarizes our available-for-sale securities' fair value and gross unrealized losses aggregated by investment category and length of time that the individual securities have been in a continuous unrealized loss position as of March 31, 2018. We had no securities that had been in a continuous unrealized loss position for greater than 12 months as of December 31, 2017.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

	As of March 31, 2018			
	Twelve Months or Less		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
	(in thousands)			
Commercial paper	\$ 4,981	\$ (1)	\$ 4,981	\$ (1)
Corporate debt securities	12,417	(15)	12,417	(15)
<b>Total</b>	<b>\$ 17,398</b>	<b>\$ (16)</b>	<b>\$ 17,398</b>	<b>\$ (16)</b>

Our investment policy requires investments to be investment grade, primarily rated "A1" by Standard & Poor's or "P1" by Moody's or better for short-term investments and rated "A" by Standard & Poor's or "A2" by Moody's or better for long-term investments, with the objective of minimizing the potential risk of principal loss. In addition, the investment policy limits the amount of credit exposure to any one issuer.

The unrealized losses on our available-for-sale securities as of March 31, 2018 were primarily a result of unfavorable changes in interest rates subsequent to the initial purchase of these securities. As of March 31, 2018, we owned six securities that were in an unrealized loss position. Based on our cash flow needs, we may be required to sell a portion of these securities prior to maturity. However, we expect to recover the full carrying value of these securities. As a result, no portion of the unrealized losses at March 31, 2018 is deemed to be other-than-temporary, and the unrealized losses are not deemed to be credit losses. When evaluating investments for other-than-temporary impairment, we review factors such as the length of time and extent to which fair value has been below cost basis, the financial condition of the issuer and any changes thereto, and our intent to sell, or whether it is more likely than not we will be required to sell the investment before recovery of the investment's amortized cost basis. During the three months ended March 31, 2018, we did not recognize any impairment charges. There were no sales of available-for-sale securities during the three months ended March 31, 2018.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

**5. Fair Value**

We record cash equivalents and investments at fair value. Fair value is an exit price, representing the amount that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. Fair value measurements are required to be disclosed by level within the following fair value hierarchy:

Level 1 — Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 — Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date and for the duration of the instrument's anticipated life.

Level 3 — Inputs lack observable market data to corroborate management's estimate of what market participants would use in pricing the asset or liability at the measurement date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

When determining fair value, whenever possible we use observable market data and rely on unobservable inputs only when observable market data is not available.

The following fair value hierarchy tables categorize information regarding our financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2017 and March 31, 2018:

	<b>As of December 31, 2017</b>		
	<b>Fair Value Measurement Using</b>		
	<b>Quoted Prices in Active Markets for Identical Instruments (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Total</b>
	<b>(in thousands)</b>		
<b>Assets</b>			
Money market funds	\$ 353,303	\$ —	\$ 353,303
Corporate debt securities	—	1,250	1,250
<b>Total assets measured at fair value</b>	<b>\$ 353,303</b>	<b>\$ 1,250</b>	<b>\$ 354,553</b>

	<b>As of March 31, 2018</b>		
	<b>Fair Value Measurement Using</b>		
	<b>Quoted Prices in Active Markets for Identical Instruments (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Total</b>
	<b>(in thousands)</b>		
<b>Assets</b>			
Money market funds	\$ 105,865	\$ —	\$ 105,865
Commercial paper	—	194,383	194,383
Corporate debt securities	—	12,417	12,417
<b>Total assets measured at fair value</b>	<b>\$ 105,865</b>	<b>\$ 206,800</b>	<b>\$ 312,665</b>

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

Our cash equivalents and short-term investments, excluding money market funds, are classified as Level 2 within the fair value hierarchy because they are valued using professional pricing sources for identical or comparable instruments, rather than direct observations of quoted prices in active markets.

As of December 31, 2017 and March 31, 2018, we held no Level 3 assets or liabilities measured on a recurring basis. The fair value of our convertible subordinated promissory note receivable ("Convertible Promissory Note") was calculated on a nonrecurring basis as of September 1, 2017 and was classified as a Level 3 measurement within the fair value hierarchy as of December 31, 2017. The Convertible Promissory Note was canceled on March 30, 2018. Refer to [Note 10 "Convertible Promissory Note Receivable"](#) in the Notes to Condensed Consolidated Financial Statements for further details on the cancellation of the Convertible Promissory Note.

Refer to [Note 11. "Debt Instruments"](#), in the Notes to Condensed Consolidated Financial Statements for the carrying amount and estimated fair value of our Convertible Senior Notes due 2020 (the "Notes"), which are not recorded at fair value as of March 31, 2018.

**6. Commitments and Contingencies**

*Minimum Guarantees and Other Provisions—Content Acquisition Costs*

Certain of our content acquisition agreements contain minimum guarantees, and require that we make upfront minimum guarantee payments. During the three months ended March 31, 2018, we prepaid \$70.0 million in content acquisition costs related to minimum guarantees. As of March 31, 2018, we have future minimum guarantee commitments of \$330.0 million, of which \$319.0 million will be paid in 2018 and the remainder will be paid thereafter. On a quarterly basis, we record the greater of the cumulative actual content acquisition costs incurred or the cumulative minimum guarantee based on forecasted usage for the minimum guarantee period. The minimum guarantee period is the period of time that the minimum guarantee relates to, as specified in each agreement, which may be annual or a longer period. The cumulative minimum guarantee, based on forecasted usage, considers factors such as listening hours, revenue, subscribers and other terms of each agreement that impact our expected attainment or recoupment of the minimum guarantees based on the relative attribution method.

Several of our content acquisition agreements also include provisions related to the royalty payments and structures of those agreements relative to other content licensing arrangements, which, if triggered, could cause our payments under those agreements to escalate. In addition, record labels, publishers and performing rights organizations ("PROs") with whom we have entered into direct license agreements have the right to audit our content acquisition payments, and any such audit could result in disputes over whether we have paid the proper content acquisition costs. However, as of March 31, 2018, we do not believe it is probable that these provisions of our agreements discussed above will, individually or in the aggregate, have a material adverse effect on our business, financial position, results of operations or cash flows.

*Legal Proceedings*

We have been in the past, and continue to be, a party to various legal proceedings, which have consumed, and may continue to consume, financial and managerial resources. We record a liability when we believe that it is both probable that a loss has been incurred and the amount can be reasonably estimated. Our management periodically evaluates developments that could affect the amount, if any, of liability that we have previously accrued and make adjustments as appropriate. Determining both the likelihood and the estimated amount of a loss requires significant judgment, and management's judgment may be incorrect. We do not believe the ultimate resolution of any pending legal matters is likely to have a material adverse effect on our business, financial position, results of operations or cash flows.

*Pre-1972 copyright litigation*

On October 2, 2014, Flo & Eddie Inc. filed a class action suit against Pandora Media Inc. in the federal district court for the Central District of California. The complaint alleges misappropriation and conversion in connection with the public performance of sound recordings recorded prior to February 15, 1972. On December 19, 2014, Pandora filed a motion to strike the complaint pursuant to California's Anti-Strategic Lawsuit Against Public Participation ("Anti-SLAPP") statute, which was appealed to the Ninth Circuit Court of Appeals. The district court litigation is currently stayed pending the Ninth Circuit's decision. On December 8, 2016, the Ninth Circuit heard oral arguments on the Anti-SLAPP motion. On March 15, 2017, the Ninth Circuit requested certification to the California Supreme Court on the substantive legal questions. The California

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

Supreme Court has accepted certification and has received all written briefing on the case, but has not yet scheduled oral argument.

Between September 14, 2015 and October 19, 2015, Arthur and Barbara Sheridan filed separate class action suits against the Company in the federal district courts for the Northern District of California and the District of New Jersey. The complaints allege a variety of violations of common law and state copyright statutes, common law misappropriation, unfair competition, conversion, unjust enrichment and violation of rights of publicity arising from allegations that we owe royalties for the public performance of sound recordings recorded prior to February 15, 1972. The actions in California and New Jersey are currently stayed pending the Ninth Circuit's decision in *Flo & Eddie, Inc. v. Pandora Media, Inc.*

On September 7, 2016, Ponderosa Twins Plus One et al. filed a class action suit against the Company alleging claims similar to that of *Flo & Eddie, Inc. v. Pandora Media Inc.* The action is currently stayed in the Northern District of California pending the Ninth Circuit's decision in *Flo & Eddie, Inc. v. Pandora Media, Inc.*

On March 1, 2018, Gusto Records, Inc. filed a suit against the Company alleging claims similar to that of *Flo & Eddie, Inc. v. Pandora Media Inc.* The parties are currently negotiating a stipulated stay and proposed order to submit to the Central District of California, pending the resolution of the Ninth Circuit's decision in *Flo & Eddie, Inc. v. Pandora Media, Inc.*

The outcome of any litigation is inherently uncertain. Except as noted above, we do not believe it is probable that the final outcome of the matters discussed above will, individually or in the aggregate, have a material adverse effect on our business, financial position, results of operations or cash flows; however, in light of the uncertainties involved in such matters, there can be no assurance that the outcome of each case or the costs of litigation, regardless of outcome, will not have a material adverse effect on our business.

*Indemnification Agreements, Guarantees and Contingencies*

In the ordinary course of business, we are party to certain contractual agreements under which we may provide indemnifications of varying scope, terms and duration to customers, vendors, lessors, business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of breach of such agreements, services to be provided by us or from intellectual property infringement claims made by third parties. In addition, we have entered into indemnification agreements with directors and certain officers and employees that will require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors, officers or employees. We have not incurred, do not anticipate incurring and therefore have not accrued for, any material costs related to such indemnification provisions.

While the outcome of these matters cannot be predicted with certainty, we do not believe that the outcome of any claims under indemnification arrangements will have a material adverse effect on our business, financial position, results of operations or cash flows.

**7. Business Combination**

On March 20, 2018, we entered into an agreement to acquire AdsWizz Inc. ("AdsWizz"), a leading digital audio ad technology company with a comprehensive digital audio software suite of solutions that connects audio publishers to the advertising community. Pursuant to the agreement, we have agreed to pay \$145.0 million in a combination of cash and stock, with a minimum of 50% paid in cash and the remainder to be paid, at our election, in either cash or stock, with the stock conversion based on the dollar-volume-weighted average trading price for Pandora's common stock for 10 trading days prior to the closing. The closing is subject to customary closing conditions and regulatory approval, including the expiration or termination of any waiting periods under applicable antitrust laws. The transaction is expected to close in the quarter ending June 30, 2018. We will include the financial results of AdsWizz in our condensed consolidated financial statements beginning on the date of acquisition.

**8. Goodwill and Intangible Assets**

There were no changes in the carrying amount of goodwill for the three months ended March 31, 2018.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

The following summarizes information regarding the gross carrying amounts and accumulated amortization of intangible assets:

	As of December 31, 2017			As of March 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
	(in thousands)			(in thousands)		
<b>Finite-lived intangible assets</b>						
Patents	\$ 8,030	\$ (3,289)	\$ 4,741	\$ 8,030	\$ (3,472)	\$ 4,558
Developed technology	27,950	(13,608)	14,342	27,950	(14,860)	13,090
Customer relationships—users	940	(940)	—	940	(940)	—
Trade names	1,320	(994)	326	1,320	(1,077)	243
Total finite-lived intangible assets	<u>\$ 38,240</u>	<u>\$ (18,831)</u>	<u>\$ 19,409</u>	<u>\$ 38,240</u>	<u>\$ (20,349)</u>	<u>\$ 17,891</u>

Note: Amounts may not recalculate due to rounding

Amortization expense of intangible assets was \$5.1 million and \$1.5 million for the three months ended March 31, 2017 and 2018.

The following is a schedule of future amortization expense related to finite-lived intangible assets as of March 31, 2018.

	As of March 31, 2018
	(in thousands)
Remainder of 2018	\$ 4,549
2019	5,546
2020	5,251
2021	727
2022	727
Thereafter	1,091
Total future amortization expense	<u>\$ 17,891</u>

## 9. Dispositions

On September 1, 2017, we completed the sale of Ticketfly, our ticketing service segment, to Eventbrite Inc. ("Eventbrite") for an aggregate unadjusted purchase price of \$200.0 million. The aggregate unadjusted purchase price consisted of \$150.0 million in cash and a \$50.0 million Convertible Promissory Note, which were paid and issued at the closing of the transaction. The Convertible Promissory Note was recorded at its fair value at the date of sale, which resulted in a discount of \$13.8 million. The aggregate purchase price was further reduced by \$4.8 million in costs to sell and \$7.5 million in working capital adjustments and certain indemnification provisions, for a net purchase price of \$174.0 million.

On March 30, 2018, we amended our Membership Interest Purchase Agreement ("MIPA") with Eventbrite which resulted in the cancellation of our Convertible Promissory Note for a cancellation fee of \$34.7 million. Upon completion of the cancellation of the Convertible Promissory Note, the remaining unpaid principal and interest balance were forgiven.

In the three months ended March 31, 2018, we recognized a loss on sale of \$2.1 million related to the cancellation of the Convertible Promissory Note. The loss is included in the general and administrative line item of our Condensed Consolidated Statements of Operations and was based on the cancellation fee of \$34.7 million.

## 10. Convertible Promissory Note Receivable



**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

On September 1, 2017, we completed the sale of Ticketfly, our ticketing service segment, to Eventbrite for an aggregate unadjusted purchase price of \$200.0 million. The aggregate unadjusted purchase price consists of \$150.0 million in cash and a \$50.0 million Convertible Promissory Note, which were paid and issued at the closing of the transaction. On March 30, 2018, we amended our MIPA with Eventbrite which resulted in the cancellation of our Convertible Promissory Note for a cancellation fee of \$34.7 million. Refer to [Note 9, "Dispositions"](#) in the Notes to Condensed Consolidated Financial Statements for further details on the cancellation of the Convertible Promissory Note.

Prior to the cancellation, the Convertible Promissory Note was due five years from its issuance date (the "Convertible Promissory Note Maturity Date") and accrued interest at a rate of 6.5% per annum, payable quarterly in cash or in-kind for the first year at the discretion of Eventbrite, and in cash thereafter. Prior to the Convertible Promissory Note Maturity Date, the Convertible Promissory Note was convertible at our option into shares of Eventbrite's common stock.

The Convertible Promissory Note was recorded at its fair value of \$36.2 million as of the issuance date of September 1, 2017, which resulted in a discount of \$13.8 million. The note was further reduced by \$2.5 million in purchase price adjustments. As of March 30, 2018 ("Cancellation Date"), the balance of the Convertible Promissory Note also included \$1.9 million in interest receivable and \$1.2 million in accretion of the discount, for a total carrying value of \$36.8 million.

The discount on the Convertible Promissory Note was being amortized to interest income using the effective interest method over the period from the date of issuance through the Cancellation Date. The following table outlines the effective interest rate, contractually stated interest income and amortization of the discount for the Convertible Promissory Note for the period from January 1, 2018 through the Cancellation Date.

	(in thousands except for effective interest rate)	
Effective interest rate		14.73 %
Contractually stated interest income	\$	1,892
Amortization of discount	\$	1,221

**11. Debt Instruments**

Long-term debt, net consisted of the following:

	As of December 31,		As of March 31,	
	2017		2018	
	(in thousands)			
1.75% convertible senior notes due 2020	\$	345,000	\$	345,000
Unamortized discount and deferred issuance costs		(71,986)		(66,590)
Long-term debt, net	\$	273,014	\$	278,410

*Convertible Debt Offering*

On December 9, 2015, we completed an unregistered Rule 144A offering for the issuance of \$345.0 million aggregate principal amount of our 1.75% Notes. In connection with the issuance of the Notes, we entered into capped call transactions with the initial purchaser of the Notes and an additional financial institution ("Capped Call Transactions").

The net proceeds from the sale of the Notes were approximately \$336.5 million, after deducting the initial purchasers' fees and other estimated expenses. We used approximately \$43.2 million of the net proceeds to pay the cost of the Capped Call Transactions.

The Notes are unsecured, senior obligations of Pandora, and interest is payable semi-annually at a rate of 1.75% per annum. The Notes will mature on December 1, 2020, unless earlier repurchased or redeemed by Pandora or converted in accordance with their terms prior to such date. Prior to July 1, 2020, the Notes are convertible at the option of holders only upon the occurrence of specified events or during certain periods as further described in Note 9 "Debt Instruments" in our Annual Report on Form 10-K for the year ended December 31, 2017; thereafter, until the second scheduled trading day prior to maturity, the Notes will be convertible at the option of holders at any time.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

The conversion rate for the Notes is initially 60.9050 shares of common stock per \$1,000 principal amount of the Notes, which is equivalent to an initial conversion price of approximately \$16.42 per share of our common stock, and is subject to adjustment in certain circumstances.

The Notes were separated into debt and equity components and assigned a fair value. The value assigned to the debt component is the estimated fair value as of the issuance date of similar debt without the conversion feature. The difference between the cash proceeds and this estimated fair value represents the value which has been assigned to the equity component and recorded as a debt discount. The debt discount is being amortized using the effective interest method over the period from the date of issuance through the December 1, 2020 maturity date. The valuation of the Notes is further described in Note 9 "Debt Instruments" in our Annual Report on Form 10-K for the year ended December 31, 2017.

The initial debt component of the Notes was valued at \$233.5 million, based on the contractual cash flows discounted at an appropriate market rate for non-convertible debt at the date of issuance. The carrying value of the permanent equity component reported in additional paid-in-capital was initially valued at \$103.0 million, which is net of \$2.6 million of fees and expenses allocated to the equity component.

The following table outlines the effective interest rate, contractually stated interest expense and costs related to the amortization of the discount for the Notes:

	<b>Three months ended</b>	
	<b>March 31,</b>	
	<b>2017</b>	<b>2018</b>
	<b>(in thousands except for effective interest rate)</b>	
Effective interest rate	10.18 %	10.18 %
Contractually stated interest expense	\$ 1,514	\$ 1,509
Amortization of discount	\$ 4,886	\$ 5,397

The total estimated fair value of the Notes as of March 31, 2018 was \$316.6 million. The fair value was determined using a methodology that combines direct market observations with quantitative pricing models to generate evaluated prices. We consider the fair value of the Notes to be a Level 2 measurement due to the limited trading activity of the Notes.

The closing price of our common stock was \$5.03 on March 31, 2018, which was less than the initial conversion price for the Notes of approximately \$16.42 per share. As such, the if-converted value of the Notes was less than the principal amount of \$345.0 million.

#### *Credit Facility*

On December 29, 2017, we entered into a credit facility for an aggregate commitment amount of \$200.0 million, with an option to increase the commitment amount by \$50.0 million and a maturity date of the earliest of December 29, 2022, 120 days prior to the Notes maturity date of December 1, 2020, provided that the Notes have not been converted into common stock prior to such date or 120 days prior to the Series A redeemable convertible preferred stock ("Series A") redemption date of September 22, 2022, provided that the Series A has not been converted into common stock prior to such date. The amount of borrowings available under the credit facility at any time is limited by our monthly accounts receivable balance at such time. The credit facility is further described in Note 9 "Debt Instruments" in our Annual Report on Form 10-K for the year ended December 31, 2017.

As of March 31, 2018, we had no outstanding borrowings, \$1.2 million in letters of credit outstanding and \$156.3 million of available borrowing capacity under the credit facility. We are in compliance with all financial covenants associated with the credit facility as of March 31, 2018.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

**12. Redeemable Convertible Preferred Stock**

In June 2017, we entered into an agreement with Sirius XM Radio, Inc. ("Sirius XM") to sell 480,000 shares of Series A for \$1,000 per share, with gross proceeds of \$480.0 million. The Series A shares were issued in two rounds: an initial closing of 72,500 shares for \$172.5 million that occurred on June 9, 2017 upon signing the agreement with Sirius XM, and an additional closing of 307,500 shares for \$307.5 million that occurred on September 22, 2017. Total proceeds from the initial and additional closing, net of preferred stock issuance costs of \$29.3 million, were \$450.7 million.

The voting rights, conversion feature, redemption feature, fundamental changes and recognition of the Series A is further described in Note 10 "Redeemable Convertible Preferred Stock" in our Annual Report on Form 10-K for the year ended December 31, 2017.

As of December 31, 2017 and March 31, 2018, redeemable convertible preferred stock consisted of the following:

	As of December 31, 2017	As of March 31, 2018
	(in thousands)	(in thousands)
Series A redeemable convertible preferred stock	\$ 480,000	\$ 480,000
Issuance costs	(29,318)	(29,318)
Accretion of issuance costs	29,318	29,318
Stock dividend payable to preferred stockholders	10,849	18,211
Redeemable convertible preferred stock	\$ 490,849	\$ 498,211

**13. Stock-based Compensation Plans and Awards**

*Employee Stock-Based Awards*

Our 2011 Equity Incentive Plan (the "2011 Plan") provides for the issuance of stock options, restricted stock units and other stock-based awards to our employees. The 2011 Plan is administered by the compensation committee of our board of directors.

*Stock options*

We measure stock-based compensation expense for stock options at the grant date fair value of the award and recognize expense on a straight-line basis over the requisite service period, which is generally the vesting period. We estimate the fair value of stock options using the Black-Scholes option-pricing model. During the three months ended March 31, 2017 and 2018, we recorded stock-based compensation expense from stock options of approximately \$1.9 million and \$0.7 million.

The per-share fair value of each stock option was determined on the grant date using the Black-Scholes option pricing model using the following assumptions:

	Three months ended March 31,	
	2017	2018
Expected life (in years)	5.93 - 6.05	6.25
Risk-free interest rate	2.03 - 2.18%	2.64%
Expected volatility	61%	60%
Expected dividend yield	0%	0%

*Restricted stock units ("RSUs")*

The fair value of RSUs is expensed ratably over the vesting period. RSUs typically have an initial annual cliff vest and then vest quarterly thereafter over the service period, which is generally three to four years. During the three months ended

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

March 31, 2017 and 2018, we recorded stock-based compensation expense from RSUs of approximately \$25.4 million and \$24.7 million.

*ESPP*

The ESPP allows eligible employees to purchase shares of our common stock through payroll deductions of up to 5% of their eligible compensation. The ESPP provides for six-month offering periods, commencing in February and August of each year.

We estimate the fair value of shares to be issued under the ESPP on the first day of the offering period using the Black-Scholes valuation model. The inputs to the Black-Scholes option pricing model are our stock price on the first date of the offering period, the risk-free interest rate, the estimated volatility of our stock price over the term of the offering period, the expected term of the offering period and the expected dividend rate. Stock-based compensation expense related to the ESPP is recognized on a straight-line basis over the offering period. Forfeitures are recognized as they occur.

The following assumptions for the Black-Scholes option pricing model were used to determine the per-share fair value of shares to be granted under the ESPP:

	Three months ended March 31,	
	2017	2018
Expected life (in years)	0.5	0.5
Risk-free interest rate	0.44 - 0.65%	1.13 - 1.83%
Expected volatility	39 - 52%	45 - 57%
Expected dividend yield	0%	0%

During the three months ended March 31, 2017 and 2018, we withheld \$2.8 million and \$1.4 million in contributions from employees and recognized \$0.9 million and \$0.8 million of stock-based compensation expense related to the ESPP, respectively. In the three months ended March 31, 2017 and 2018, 547,765 and 795,990 shares of common stock were issued under the ESPP.

*Stock-based Compensation Expense*

Stock-based compensation expense related to all employee and non-employee stock-based awards was as follows:

	Three months ended March 31,	
	2017	2018
(in thousands)		
Stock-based compensation expense		
Cost of revenue—Other	\$ 815	\$ 742
Cost of revenue—Ticketing service	29	—
Product development	7,915	6,417
Sales and marketing	13,496	11,817
General and administrative	7,363	7,460
Total stock-based compensation expense	\$ 29,618	\$ 26,436

**14. Net Loss Per Common Share**

Basic net loss per common share is computed by dividing net loss available to common stockholders by the weighted-average number of shares of common stock outstanding during the period.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

Diluted net loss per common share is computed by giving effect to all potential shares of common stock, including stock options, restricted stock units, market stock units, performance-based RSUs, potential ESPP shares and instruments convertible into common stock, to the extent dilutive. For the three months ended March 31, 2017 and 2018, basic net loss per common share was the same as diluted net loss per common share, as the inclusion of all potential common shares outstanding would have been anti-dilutive.

The following table sets forth the computation of historical basic and diluted net loss per common share:

	<b>Three months ended March 31,</b>	
	<b>2017</b>	<b>2018</b>
	<b>(in thousands except per share amounts)</b>	
<b>Numerator</b>		
Net loss	\$ (132,267)	\$ (131,705)
Less: Stock dividend payable and transaction costs	—	7,363
Net loss available to common stockholders	<u>(132,267)</u>	<u>(139,068)</u>
<b>Denominator</b>		
Weighted-average basic and diluted common shares	237,515	252,934
Net loss per common share, basic and diluted	<u>\$ (0.56)</u>	<u>\$ (0.55)</u>

The following potential common shares outstanding were excluded from the computation of diluted net loss per common share because including them would have been anti-dilutive:

	<b>As of March 31,</b>	
	<b>2017</b>	<b>2018</b>
	<b>(in thousands)</b>	
Shares issuable upon conversion of preferred stock	—	47,449
Restricted stock units	23,830	17,873
Options to purchase common stock	9,367	6,290
Performance awards*	2,056	1,016
Shares issuable pursuant to the ESPP	604	1,007
Total common stock equivalents	<u>35,857</u>	<u>73,635</u>
*Includes potential common shares outstanding for MSUs and PSUs		

On December 9, 2015, we completed an offering of our 1.75% convertible senior notes due 2020. As we have the intention to settle the Notes either partially or wholly in cash, under the treasury stock method, the Notes will generally have a dilutive impact on earnings per share if we are in a net income position for the period and if our average stock price for the period exceeds approximately \$16.42 per share of our common stock, the conversion price of the Notes. For the period from the issuance of the offering of the Notes through March 31, 2018, the conversion feature of the Notes was anti-dilutive, as we were in a net loss position for all periods and our average stock price was less than the conversion price.

In connection with the pricing of the Notes, we entered into Capped Call Transactions which increase the effective conversion price of the Notes, and are designed to reduce potential dilution upon conversion of the Notes. Since the beneficial impact of the capped call is anti-dilutive, it is excluded from the calculation of earnings per share. Refer to [Note 11 "Debt Instruments"](#) for further details regarding our Notes.

**Pandora Media, Inc.**  
**Notes to Condensed Consolidated Financial Statements - Continued**  
**(unaudited)**

## 15. Restructuring Charges

### *Reductions in Force*

On January 31, 2018, we announced efforts to prioritize our strategic growth initiatives and optimize overall business performance, including a reduction in force plan ("2018 Reduction in Force") affecting approximately 5% of our employee base. Our Board of Directors approved the plan on January 11, 2018 and affected employees were informed of the plan on January 31, 2018. In the three months ended March 31, 2018, we incurred costs and cash expenditures for the 2018 Reduction in Force totaling \$7.5 million, substantially all of which are related to employee severance and benefits costs. These costs are included in the product development, sales and marketing and general and administrative line items of our Condensed Consolidated Statements of Operations. The 2018 Reduction in Force was substantially completed in the three months ended March 31, 2018. The remaining accrued liability for payments related to the reduction in force was not material as of March 31, 2018.

On January 12, 2017, we announced a reduction in force plan ("2017 Reduction in Force") affecting approximately 7% of our U.S. employee base, excluding Ticketfly. In the three months ended March 31, 2017, we incurred approximately \$6.0 million of cash expenditures for the 2017 Reduction in Force, substantially all of which were related to employee severance and benefits costs. In the three months ended March 31, 2017, total reduction in force expenses were \$5.6 million, which was lower than cash reduction in force costs due to a credit related to non-cash stock-based compensation expense reversals for unvested equity awards. These costs are included in the cost of revenue—other, product development, sales and marketing and general and administrative line items of our Condensed Consolidated Statements of Operations. The 2017 Reduction in Force was completed and all amounts were paid in 2017.

## 16. Income Taxes

On December 22, 2017, the Tax Cut and Jobs Act ("the Act") was signed into law, which enacted significant changes to U.S. tax and related laws. Some of the provisions of the new tax law affecting corporations include, but are not limited to a reduction of the federal corporate income tax rate from 35% to 21%, limiting the interest expense deduction, expensing of cost of acquired qualified property and allowing federal net operating losses generated in taxable years ending after December 31, 2017 to be carried forward indefinitely.

In accordance with ASU 2018-05 and Staff Accounting Bulletin No. 118 ("SAB 118"), we recognized the provisional tax impacts related to the revaluation of net deferred tax assets and the impact of the changes to the limitation on the deductibility of executive compensation, offset with a valuation allowance, during the year ended December 31, 2017. As of March 31, 2018, we have not made any additional measurement period adjustments related to these items. Such adjustments may be necessary in future periods due to, among other things, additional analysis and changes in interpretations and assumptions as applicable and additional regulatory guidance that may be issued. We are continuing to gather information to assess the application of the Act.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A")

*You should read the following discussion of our financial condition and results of operations in conjunction with the condensed consolidated financial statements and the notes thereto included elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2017 filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act").*

*This Quarterly Report on Form 10-Q contains "forward-looking statements" that involve substantial risks and uncertainties. The statements contained in this Quarterly Report on Form 10-Q that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Exchange Act, including, but not limited to, statements regarding our expectations, beliefs, intentions, strategies, future operations, future financial position, future revenue, projected expenses, plans and objectives of management and economic, competitive and technological trends. In some cases, you can identify forward-looking statements by terms such as "anticipate," "believe," "estimate," "expect," "intend," "may," "might," "plan," "project," "will," "would," "should," "could," "can," "predict," "potential," "continue," "objective," or the negative of these terms, and similar expressions intended to identify forward-looking statements. However, not all forward-looking statements contain these identifying words. These forward-looking statements reflect our current views about future events and involve known risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievement to be materially different from those expressed or implied by the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in the section titled "Risk Factors" included in this Quarterly*

## [Table of Contents](#)

Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2017. Furthermore, such forward-looking statements speak only as of the date of this report. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements. We qualify all of our forward-looking statements by these cautionary statements. These and other factors could cause our results to differ materially from those expressed in this Quarterly Report on Form 10-Q.

As used herein, "Pandora," the "Company," "we," "our," and similar terms refer to Pandora Media, Inc., unless the context indicates otherwise.

"Pandora" and other trademarks of ours appearing in this report are our property. This report may contain additional trade names and trademarks of other companies. We do not intend our use or display of other companies' trade names or trademarks to imply an endorsement or sponsorship of us by such companies, or any relationship with any of these companies.

### **Overview**

#### *Pandora—Streaming Radio and On-Demand Music Services*

Pandora is the world's most powerful music discovery platform, offering a personalized experience for each of our listeners wherever and whenever they want to listen to music—whether through mobile devices, car speakers or connected devices in the home. Unlike traditional radio that broadcasts the same content at the same time to all of their listeners, we enable our listeners to create personalized stations and playlists, as well as search and play songs and albums on-demand. The Music Genome Project and our content programming algorithms power our ability to predict listener music preferences, play music content suited to the tastes of each individual listener and introduce listeners to the music we think they will love. The Music Genome Project is a database of over 1.5 million uniquely analyzed songs from over 250 thousand artists, spanning over 660 genres and sub-genres, which our team of trained musicologists has developed one song at a time by evaluating and cataloging each song's particular attributes. The Music Genome Project database is a subset of our full catalog available to be played. Over time, our service has evolved by using data science to develop playlisting algorithms that further tailor the listener experience based on individual listener and broader audience reactions to the recordings we pick. With billions of data points collected from our listeners, we are able to use listeners' feedback to fuel our ability to choose exactly the right song for our users. Founded by musicians, Pandora also empowers artists with valuable data and tools to help grow their audience and connect with their fans.

Pandora is available as an ad-supported service, a radio subscription service called Pandora Plus and an on-demand subscription service called Pandora Premium. The majority of our listener hours occur on mobile devices, with the majority of our revenue generated from advertising on our ad-supported radio service on these devices. With billions of data points that help us understand our users' preferences, we offer both local and national advertisers the opportunity to deliver targeted messages to our listeners using a combination of audio, display and video advertisements. We also generate increasing revenue from our subscription offerings.

For the three months ended March 31, 2018, we streamed 4.96 billion hours of content, and as of March 31, 2018, we had 72.3 million active users during the trailing 30-day period and 5.63 million paid subscribers. Since we launched the Pandora service in 2005 our listeners have created over 12 billion stations.

#### *Ad-Supported Radio Service*

Our ad-supported service allows listeners to access our music and podcast catalogs and personalized playlist generating system for free across all of our delivery platforms. This service is valued by lean-back listeners, as it uses the Music Genome Project to instantly generate a station that plays music we think that listener will enjoy. Over time, our service has evolved by using data science to further tailor the listener experience based on listener reactions to the content we pick. Listeners also have the ability to add variety to and rename stations, which further allows for the personalization of our service. We recently began offering listeners on our ad-supported service the option to gain temporary access to on-demand listening experience, which includes some features of our Pandora Premium service, in exchange for engaging with an ad, which allows advertisers to more deeply engage with a user and create a positive brand experience. We call this experience Premium Access.

#### *Subscription Radio Service—Pandora Plus*

Pandora Plus is a paid, ad-free subscription version of the Pandora radio service that also includes replays, additional skipping of songs, offline listening, higher quality audio on supported devices and longer timeout-free listening. This service is

valued by listeners who want the ability to have limited interactive features such as skips and replays. Similar to the ad-supported service, the more the listener interacts with the platform, the more we tailor the songs we recommend to the listener.

#### *On-Demand Subscription Service—Pandora Premium*

Our on-demand subscription service, Pandora Premium, launched in the United States in April 2017. Pandora Premium is an on-demand version of the Pandora service that offers a unique, on-demand experience, providing users with the ability to search, play and collect songs and albums, build playlists on their own or with the tap of a button, listen to curated playlists and share playlists on social networks. Unique to Pandora, a listener can create partial playlists and have Pandora complete the playlist based on the user's listening activity using the Music Genome Project. The features of Pandora Plus are also included in Pandora Premium.

A key element of our strategy is to make the Pandora service available in any environment that has internet connectivity. To this end, we make the Pandora service available through a variety of distribution channels. In addition to streaming our service to computers, we have developed Pandora mobile device applications ("apps") for smartphones and mobile operating systems, such as the iPhone and Android and for tablets, including the iPad and Android tablets. We distribute those mobile apps free to listeners via app stores. We have also integrated with thousands of consumer electronic and voice-based devices.

We expect to continue to make enhancements to Pandora Plus and Pandora Premium, which will require engineering effort, as well as other resources. In addition, in connection with the launch and continued operation of these services we have entered into direct license agreements with major and independent record labels, some of which include substantial minimum guarantee payments. In order for Pandora Plus and Pandora Premium to be successful, we will need to attract subscribers to these new service offerings. The market for subscription-based music services, including on-demand services, is intensely competitive, and our ability to realize a return on our investments in these service offerings will depend on our ability to leverage the existing audience of our ad-supported service, our brand awareness and our ability to deliver differentiated subscription services with features and functionality that listeners find attractive. Refer to our discussion of these matters in Item 1A—"Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2017.

#### **Recent Events**

##### *Acquisition of AdsWizz Inc. ("AdsWizz")*

On March 20, 2018, we entered into an agreement to acquire AdsWizz, a leading digital audio ad technology company with a comprehensive digital audio software suite of solutions that connects audio publishers to the advertising community. Pursuant to the agreement, we have agreed to pay \$145.0 million in a combination of cash and stock, with a minimum of 50% paid in cash and the remainder to be paid, at our election, in either cash or stock, with the stock conversion based on the dollar-volume-weighted average trading price for Pandora's common stock for 10 trading days prior to the closing. The closing is subject to customary closing conditions and regulatory approval, including the expiration or termination of any waiting periods under applicable antitrust laws. The transaction is expected to close in the quarter ending June 30, 2018. We will include the financial results of AdsWizz in our condensed consolidated financial statements beginning on the date of acquisition.

##### *Cancellation of Convertible Subordinated Promissory Note Receivable ("Convertible Promissory Note")*

On March 30, 2018, we amended our Membership Interest Purchase Agreement ("MIPA") with Eventbrite, Inc. ("Eventbrite") which resulted in the cancellation of our Convertible Promissory Note for a cancellation fee of \$34.7 million. Upon completion of the cancellation of the Convertible Promissory Note, the remaining unpaid principal and interest balance were forgiven. Refer to [Note 9 "Dispositions"](#) in the Notes to the Condensed Consolidated Financial Statements for further details on the cancellation of the Convertible Promissory Note.

#### **Factors Affecting our Business Model**

##### *Content Acquisition Costs*

For sound recording rights, we pay content acquisition costs based on the terms of direct license agreements with major and independent music labels and distributors for the significant majority of the sound recordings we stream on our ad-supported service, Pandora Plus and Pandora Premium. Depending on the applicable service, these license agreements generally require us to pay either a per-performance fee based on the number of sound recordings we transmit, a percentage of revenue associated with the service, or a per-subscriber minimum amount. Certain of these license agreements require minimum guarantee payments, some of which are paid in advance.



If we have not entered into a direct license agreement with the copyright owner of a particular sound recording that is streamed on our services, we stream that sound recording pursuant to a statutory license and pay the applicable rates set by the Copyright Royalty Board ("CRB") for the period from January 1, 2016 through December 31, 2020 (the "Section 114 Rates"). The 2016 and 2017 rates for non-subscription services, such as our ad-supported service, were set at \$0.0017 per play and the rates for subscription services, such as Pandora Plus, were set at \$0.0022, adjusted for inflation. Effective January 1, 2018, these rates were adjusted for inflation to \$0.0018 per play for non-subscription services and \$0.0023 per play for subscription services. Sound recordings streamed under the statutory license and paid at the CRB-set rates can only be played in radio mode on our services. These sound recordings cannot be played on-demand or offline and are not eligible for replay or additional skips.

Content acquisition costs for musical works are negotiated with and paid to performing rights organizations ("PROs") such as the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI"), SESAC, Inc. ("SESAC") and Global Music Rights and directly to publishing companies. Content acquisition costs for the streaming of musical works on our ad-supported service are calculated such that each copyright holder receives its usage-based and ownership-based share of a royalty pool equal to 21.5% of the content acquisition costs paid by us for sound recordings on our ad-supported service. Content acquisition costs for the streaming of musical works on our subscription services are equal to the rates determined in accordance with the statutory license set forth in 17 U.S.C. §115 ("Section 115").

The rate structure for the statutory license for reproduction rights under Section 115 expired at the end of 2017. A new rate structure was set in January 2018, covering the period from January 1, 2018 through December 31, 2022, by a three judge CRB panel, and we were one of five commercial music service operators (along with Amazon, Apple, Google and Spotify) that participated in rate-setting proceedings that determined these rates (the "Phonorecords III Proceedings"). The Nashville Songwriters Association International, the National Association of Music Publishers and George Johnson Music Publishing are also participating in the Phonorecords III Proceedings. A trial before the CRB concluded in April 2017, and the CRB rendered a decision in January 2018 ("the Initial Determination"). If the Initial Determination is adopted and affirmed, the "all-in" rate that streaming services, including Pandora, will pay to music publishers and songwriters for the mechanical rights and performance rights needed in connection with interactive streaming will increase annually between 2018 and 2022: from 11.4% of revenues or 22.0% of label payments in 2018, to 15.1% of revenues or 26.2% of label payments in 2022. Certain per-subscriber minimum royalty floors also apply depending on the type of service. The CRB may elect to modify the Initial Determination at the request of the participants in the Phonorecords III Proceedings, and thereafter the final CRB decision may be appealed for review by the DC Circuit Court of Appeals.

The Phonorecords III Proceedings are important to us because our direct licenses with music publishers use the Section 115 rates. As a result, increases in the Section 115 rates increase our content acquisition costs for our subscription services, which, if such increase were substantial, could materially harm our financial condition and hinder our ability to provide interactive features in our services, or cause one or more of our subscription services to not be economically viable.

#### *Ad-Supported Service*

Our ad-supported service is monetized through the sale of display, audio and video advertisements to national, regional and local advertisers.

Our total number of listener hours is a key driver for both advertising revenue generation opportunities and content acquisition costs, which are the largest component of our ad-related expenses.

- *Advertising Revenue.* Listener hours define the number of opportunities we have to sell advertisements. Our ability to attract advertisers depends in large part on our ability to offer sufficient inventory within desired demographics.
- *Cost of Revenue—Content Acquisition Costs—Ad-Supported Service.* We pay content acquisition costs to the copyright owners and performers, or their agents, of each sound recording that we stream, as well as to the publishers and songwriters, or their agents, for the musical works embodied in each of those sound recordings, subject to certain exclusions. The majority of the content acquisition costs related to our ad-supported service are driven by direct license agreements with major and independent labels and distributors, as discussed above in "Factors Affecting Our Business Model—Content Acquisition Costs". Certain of these license agreements include minimum guarantee payments, some of which are paid in advance.

## [Table of Contents](#)

As a result of the structure of our license agreements, our ability to achieve and sustain profitability and operating leverage on our ad-supported service depends on our ability to increase our advertising revenue per thousand listener hours ("ad RPM") of streaming through increased advertising revenue across all of our delivery platforms.

### *Subscription Services*

We monetize our subscription services through subscription payments made by users of the services. We drive subscriber growth by providing the world's most powerful music discovery platform, offering a personalized experience for each of our listeners and investing in marketing and free-trials to promote our service.

Our total number of paid subscriptions is a key driver for both subscription revenue and content acquisition costs related to our subscription services, which is the largest component of our subscription-related expenses. In order to drive greater subscription revenue, we must increase the number of new subscribers to our subscription services and minimize the number of current subscribers who discontinue their subscriptions.

- *Subscription Revenue.* Our subscription revenue depends upon the number of paid subscriptions we are able to sell and the price that our subscribers pay for those subscriptions. Our ability to attract subscribers depends in large part on our ability to offer features and functionality on our subscription services that are valued by consumers within desired demographics, on terms that are attractive to those consumers, and still enable us to maintain adequate gross margins.
- *Cost of Revenue—Content Acquisition Costs—Subscription Services.* We pay content acquisition costs to the copyright owners, performers, songwriters, or their agents, subject to certain exclusions. The majority of our content acquisition costs related to our subscription services are generally driven by direct license agreements with major and independent labels and distributors, PROs and publishers, as discussed above in "Factors Affecting Our Business Model—Content Acquisition Costs". Certain of these license agreements include minimum guarantee payments, some of which are paid in advance.

Given the structure of our license agreements for our subscription services, the majority of our content acquisition costs increase as subscription revenue increases and are subject to minimum guarantee payments. As such, our ability to achieve and sustain profitability and operating leverage on our subscription services depends on our ability to increase our revenue through increased paid subscriptions on terms that maintain an adequate gross margin. Refer to our discussion of these matters in Item 1A—"Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2017.

### **Key Metrics**

The numbers for our key metrics, which include our listener hours, active users, advertising RPM, advertising licensing costs per thousand listener hours ("ad LPM"), paid subscribers, average monthly revenue per paid subscriber ("ARPU") and average monthly licensing costs per paid subscriber ("LPU") are calculated using internal company data. While these numbers are based on what we believe to be reasonable estimates of our user base for the applicable period of measurement, there are inherent challenges in measuring usage of our products across large online and mobile populations. In addition, we are continually seeking to improve our estimates of our user base, and such estimates may change due to improvements or changes in our methodology.

### *Total Service*

#### *Listener hours*

We track listener hours because it is a key indicator of the growth of our business and the engagement of our listeners. We include listener hours related to our non-radio content offerings in the definition of listener hours. These offerings include non-music content such as podcasts, as well as custom music content such as Pandora Premieres and artist mixtapes. We calculate listener hours based on the total bytes served for each track that is requested and served from our servers, as measured by our internal analytics systems, whether or not a listener listens to the entire track. For non-music content such as podcasts, episodes are divided into approximately track-length parts, which are treated as tracks under this definition. To the extent that third-party measurements of listener hours are not calculated using a similar server-based approach, the third-party measurements may differ from our measurements. We have implemented strategic hours control mechanisms, such as time outs, to optimize content acquisition costs for our ad-supported listening, and will continue to use these measures in the future.

The table below sets forth our total listener hours for the three months ended March 31, 2017 and 2018.

Service	Three months ended March 31,	
	2017	2018
	(in billions)	
Advertising	4.38	3.85
Subscription	0.83	1.11
Total	5.21	4.96

*Active users*

We track the number of active users as an additional indicator of the breadth of audience we are reaching at a given time. We define active users as the number of distinct registered users, including subscribers, that have requested audio from our servers within the trailing 30 days to the end of the final calendar month of the period. The number of active users may overstate the number of unique individuals who actively use our service, as one individual may register for, and use, multiple accounts.

The table below sets forth our total active users as of March 31, 2017 and 2018.

	As of March 31,	
	2017	2018
	(in millions)	
Active users—all services	74.7	72.3

*Advertising-based service*

*Advertising RPM*

We track ad RPM for our non-subscription, ad-supported service because it is a key indicator of our ability to monetize advertising inventory created by our listener hours. We focus on ad RPM across all of our delivery platforms. We believe ad RPM to be the central top-line indicator for evaluating the results of our advertising monetization efforts. Ad RPM is calculated by dividing advertising revenue by the number of thousands of listener hours of our advertising-based service.

*Advertising LPM*

We track ad LPM for our non-subscription, ad-supported service across all delivery platforms. The content acquisition costs included in our ad LPM calculations are based on the rates set by our license agreements with record labels, PROs and music publishers or the Section 114 Rates if we have not entered into a license agreement with the copyright owner of a particular sound recording.

The table below sets forth our RPM and LPM for our ad-supported service for the three months ended March 31, 2017 and 2018.

	Three months ended March 31,			
	2017		2018	
	RPM*	LPM	RPM*	LPM
Advertising	\$ 50.87	\$ 33.44	\$ 55.52	\$ 36.35

\*The calculation of RPM does not include revenue generated by Ticketfly (divested) or Next Big Sound.

*Advertising RPM*

For the three months ended March 31, 2018 compared to 2017, the increase in ad RPM was primarily due to an increase in the average price per ad due to new advertising products resulting in improved monetization and partially due to a decrease in listener hours.

[Table of Contents](#)*Advertising LPM*

For the three months ended March 31, 2018 compared to 2017, the increase in ad LPM was primarily due to scheduled increases in rates paid to PROs for our publishing royalties and increased content acquisition costs associated with minimum guarantee accruals related to our direct license agreements with major and independent labels, distributors, PROs and publishers.

*Subscription Services—Total**Paid Subscribers*

Paid subscribers are defined as the number of distinct users that have current, paid access to our subscription service as of the end of the period. We track paid subscribers because it is a key indicator of the growth of our subscription services.

The below table sets forth our paid subscribers as of December 31, 2017 and March 31, 2018.

	As of March 31,	
	2017	2018
	(in millions)	
Paid subscribers	4.71	5.63

*ARPU and LPU*

ARPU is defined as average monthly revenue per paid subscriber on our subscription services. LPU is defined as average monthly licensing costs per paid subscriber on our subscription services. We believe ARPU to be the central top-line indicator for evaluating the results of our monetization efforts on our subscription services. We track LPU because it is a key measure of our ability to manage costs for our subscription services. The below table sets forth our ARPU and LPU for our subscription services for the three months ended March 31, 2017 and 2018.

	Three months ended March 31,			
	2017		2018	
	ARPU	LPU	ARPU	LPU
Subscription Services	\$ 4.76	\$ 2.96	\$ 6.30	\$ 4.65

*Subscription ARPU*

For the three months ended March 31, 2018 compared to 2017, the increase in subscription ARPU is primarily due to the increase in subscription revenue related to Pandora Premium, which launched in the second quarter of 2017 at a higher price point than Pandora Plus.

*Subscription LPU*

For the three months ended March 31, 2018 compared to 2017, the increase in subscription LPU is primarily due to an increase in content acquisition costs associated with Pandora Premium and minimum guarantee accruals related to our direct license agreements with major and independent labels, distributors, PROs and publishers.

**Basis of Presentation and Results of Operations**

The following table presents our results of operations for the periods indicated as a percentage of total revenue. The period-to-period comparisons of results are not necessarily indicative of results for future periods.

	Three months ended March 31,	
	2017	2018
Revenue		
Advertising	71 %	67 %
Subscription and other	21	33
Ticketing service	9	—
Total revenue	100	100
Cost of revenue		
Cost of revenue—Content acquisition costs	59	68
Cost of revenue—Other	8	8
Cost of revenue—Ticketing service	6	—
Total cost of revenue	73	77
Gross profit	27	23
Operating expenses		
Product development	13	11
Sales and marketing	40	39
General and administrative	14	13
Total operating expenses	66	63
Loss from operations	(39)	(40)
Interest expense	(2)	(2)
Other income, net	—	1
Total other expense, net	(2)	(1)
Loss before provision for income taxes	(42)	(41)
Provision for income taxes	—	—
Net loss	(42)	(41)
Net loss available to common stockholders	(42)%	(44)%

(1) Includes stock-based compensation as follows:

Cost of revenue - Other	0.3 %	0.2 %
Cost of revenue - Ticketing service	—	—
Product development	2.5	2.0
Sales and marketing	4.3	3.7
General and administrative	2.3	2.3

Note: Amounts may not recalculate due to rounding

#### Revenue

	Three months ended March 31,		
	2017	2018	\$ Change
	(in thousands)		
Revenue			
Advertising	\$ 223,308	\$ 214,568	\$ (8,740)
Subscription and other	64,878	104,665	39,787
Ticketing service	27,818	—	(27,818)
Total revenue	\$ 316,004	\$ 319,233	\$ 3,229

#### Advertising revenue

We generate advertising revenue in contracts with customers primarily from audio, display and video advertising. We generate the majority of our advertising revenue through the delivery of advertising impressions sold on a cost per thousand basis (“CPM”). We also offer advertising on other bases such as cost per engagement (“CPE”) and cost per view (“CPV”), under which an advertiser pays us based on the number of times a listener engages with an ad. We generally recognize revenues as these deliveries occur. Our contracts for advertising revenues are typically less than twelve months in duration. For the three months ended March 31, 2017 and 2018, advertising revenue accounted for 71% and 67% of our total revenue. We expect that advertising will comprise a substantial majority of revenue for the foreseeable future.

For the three months ended March 31, 2018 compared to 2017, advertising revenue decreased \$8.7 million or 4%, primarily due to a decrease in the number of ads sold, offset by an increase in the average price per ad due to new advertising products resulting in improved monetization.

*Subscription and other revenue*

Subscription and other revenue is generated primarily through the sale of monthly or annually paid subscriptions to Pandora Plus and Pandora Premium. The enforceable rights in monthly subscription contracts are the monthly service period, whereas the annual subscriptions are cancelable at any time. For monthly subscriptions where there are no cancellation provisions, we recognize revenue on a straight-line basis over the monthly service term. Because of the cancellation clauses for the annual subscriptions, the duration of these contracts is daily, and revenue for these contracts is recognized on a daily ratable basis. Historically, cancellation rates have been immaterial. For the three months ended March 31, 2017 and 2018, subscription and other revenue accounted for 21% and 33% of our total revenue.

For the three months ended March 31, 2018 compared to 2017, subscription and other revenue increased \$39.8 million or 61%, primarily due to an increase in the number of subscribers and an increase in the average price per paid subscriber due to the launch and growth of Pandora Premium.

*Ticketing service*

Ticketing service revenue was generated primarily from service and merchant processing fees generated on ticket sales through the Ticketfly platform. On September 1, 2017, we completed the sale of Ticketfly to Eventbrite. Ticketfly sells tickets to fans for events on behalf of clients and charges a fee per ticket or a percentage of the total convenience charge and order processing fee for its services at the time the ticket for an event is sold. Ticketing service revenue was recorded net of the face value of the ticket at the time of the sale, as Ticketfly generally acts as the agent in these transactions. For the three months ended March 31, 2017, ticketing service revenue accounted for approximately 9% of our total revenue. There was no ticketing service revenue in the three months ended March 31, 2018. Refer to Note 6 "Dispositions" in our Annual Report on Form 10-K for the year ended December 31, 2017 for further details on the Ticketfly disposition.

*Costs and Expenses*

Cost of revenue consists of cost of revenue—content acquisition costs, cost of revenue—other and cost of revenue— ticketing. Our operating expenses consist of product development, sales and marketing and general and administrative costs. Cost of revenue—content acquisition costs are the largest component of our costs and expenses, followed by employee-related costs, which include stock-based compensation expenses.

*Cost of revenue—Content acquisition costs*

	Three months ended March 31,		\$ Change
	2017	2018	
	(in thousands)		
Cost of revenue—Content acquisition costs	\$ 187,420	\$ 217,580	\$ 30,160

Cost of revenue—content acquisition costs primarily consist of licensing fees paid for streaming music or other content to our listeners. We have obtained the rights to stream the majority of sound recordings on our service through direct license agreements, with the costs for such licenses determined according to the terms of each agreement. If we have not entered into a direct license agreement with the copyright owner of a particular sound recording that is streamed on our services, we stream

[Table of Contents](#)

that sound recording pursuant to a statutory license and pay the applicable per play rates set by the CRB. We obtained the rights to the majority of the musical works streamed on our service through direct licensing agreements with PROs or publishers, with the costs for such licenses based on a percentage of the content acquisition costs we paid for sound recordings.

The majority of our content acquisition costs were calculated using negotiated rates in direct license agreements with record labels, music publishers and PROs. Depending on the applicable service, our sound recording license agreements generally require us to pay either a per-performance fee based on the number of sound recordings we transmit, a percentage of revenue associated with the service, or a per-subscriber minimum amount.

For our ad-supported service, the majority of our content acquisition costs for musical works are based on a percentage of content acquisition costs paid for sound recordings.

For our subscription services, content acquisition costs for musical works are determined in accordance with the statutory license set forth in 17 U.S.C. § 115. Certain of our direct license agreements are also subject to minimum guarantee payments, some of which are paid in advance and amortized over the minimum guarantee period. For certain content acquisition arrangements, we accrue for estimated content acquisition costs based on the available facts and circumstances and adjust these estimates as more information becomes available. For additional information, see above in "Factors Affecting Our Business Model—Content Acquisition Costs".

For the three months ended March 31, 2018 compared to 2017, content acquisition costs increased \$30.2 million or 16% and content acquisition costs as a percentage of total revenue increased from 59% to 68%. The increase is primarily due to an increase in content acquisition costs associated with the growth of Pandora Premium, minimum guarantee accruals related to our direct license agreements with major and independent labels, distributors, PROs and publishers and an increase in rates determined by the Section 115 ruling.

*Cost of revenue—Other*

	Three months ended March 31,		\$ Change
	2017	2018	
	(in thousands)		
Cost of revenue—Other	\$ 25,532	\$ 26,849	\$ 1,317

Cost of revenue—other consists primarily of ad and music serving costs, employee-related costs, facilities and equipment costs, other costs of ad sales and amortization expense related to acquired intangible assets and internal-use software. Ad and music serving costs consist of content streaming, maintaining our streaming radio and on-demand subscription services and creating and serving advertisements through third-party ad servers. We make payments to third-party ad servers for the period the advertising impressions are delivered or click-through actions occur, and accordingly, we record this as a cost of revenue in the related period. Employee-related costs include salaries and benefits associated with supporting music and ad-serving functions. Other costs of ad sales include costs related to music events that are included as part of certain of our advertising arrangements.

For the three months ended March 31, 2018 compared to 2017, cost of revenue—other increased \$1.3 million or 5%, primarily due to a \$3.2 million increase in amortization expense of internal-use software and acquired intangible assets related to the launch of Pandora Premium, offset by a \$1.3 million decrease in other costs of ad sales.

*Cost of revenue—Ticketing service*

	Three months ended March 31,		\$ Change
	2017	2018	
	(in thousands)		
Cost of revenue—Ticketing service	\$ 18,618	\$ —	\$ (18,618)

Cost of revenue—ticketing service consisted primarily of ticketing revenue share costs, hosting costs, credit card fees and other cost of revenue and intangible amortization expense. The majority of these costs were related to revenue share costs, which consisted of fees paid to clients for their share of convenience and order processing fees. Intangible amortization expense

[Table of Contents](#)

was related to amortization of developed technology acquired in connection with the Ticketfly acquisition. On September 1, 2017, we completed the sale of Ticketfly to Eventbrite. Refer to Note 6 "Dispositions" in our Annual Report on Form 10-K for the year ended December 31, 2017 for further details on the Ticketfly disposition.

*Gross margin*

	Three months ended March 31,		
	2017	2018	\$ Change
(in thousands)			
<b>Gross profit</b>			
Total revenue	\$ 316,004	\$ 319,233	\$ 3,229
Total cost of revenue	231,570	244,429	12,859
Gross profit	\$ 84,434	\$ 74,804	\$ (9,630)
Gross margin	27%	23%	

For the three months ended March 31, 2018 compared to 2017, gross margin decreased from 27% to 23%. The decrease is primarily due to an increase in content acquisition costs associated with the growth of Pandora Premium and minimum guarantee accruals related to our direct license agreements with major and independent labels, distributors, PROs and publishers.

*Product development*

	Three months ended March 31,		
	2017	2018	\$ Change
(in thousands)			
Product development	\$ 39,588	\$ 35,884	\$ (3,704)

Product development consists primarily of employee-related costs, including salaries, benefits and severance related to employees in software engineering, music analysis and product management departments, facilities and equipment costs and amortization expense related to acquired intangible assets. We incur product development expenses primarily for improvements to our platform, development of new services and enhancement of existing services, development of new advertising products and development and enhancement of our personalized playlisting system. We have generally expensed product development as incurred. These amounts are offset by costs that we capitalize to develop software for internal use. Certain internal use software development costs are capitalized when specific criteria are met. In such cases, the capitalized amounts are amortized over the useful life of the related application once the application is placed in service.

For the three months ended March 31, 2018 compared to 2017, product development expenses decreased by \$3.7 million or 9%, primarily due to a \$3.5 million decrease in employee related costs driven by a decrease in average headcount.

*Sales and marketing*

	Three months ended March 31,		
	2017	2018	\$ Change
(in thousands)			
Sales and marketing	\$ 125,102	\$ 124,216	\$ (886)

Sales and marketing consists primarily of employee-related costs, including salaries, commissions, benefits and severance related to employees in sales, sales support, marketing, advertising and industry relations and artist marketing departments and facilities and equipment costs. In addition, sales and marketing expenses include commissions on subscription purchases through mobile app stores ("subscription commissions"), external sales and marketing expenses such as brand marketing, advertising, customer acquisition, direct response and search engine marketing costs, public relations expenses,



costs related to music events, agency platform and media measurement expenses and amortization expense related to acquired intangible assets.

For the three months ended March 31, 2018 compared to 2017, sales and marketing expenses decreased \$0.9 million or 1%, primarily due to a \$7.5 million decrease in employee-related costs driven by a decrease in average headcount, and a \$3.6 million decrease in amortization of client signing bonus amortization and intangible assets, due to the sale of Ticketfly. This was offset by a \$7.8 million increase in subscription commissions driven by an increase in subscribers as a result of Pandora Premium subscription growth and a \$3.0 million increase in external sales and marketing expenses related to our initiative to improve the effectiveness of our marketing and customer acquisition.

#### *General and administrative*

	Three months ended March 31,		\$ Change
	2017	2018	
	(in thousands)		
General and administrative	\$ 44,525	\$ 41,631	\$ (2,894)

General and administrative consists primarily of employee-related costs, including salaries, benefits and severance expense for finance, accounting, legal, internal information technology and other administrative personnel, and facilities and equipment costs. In addition, general and administrative expenses include legal expenses, professional fees for outside accounting and other services, credit card fees and sales and other tax expense.

For the three months ended March 31, 2018 compared to 2017, general and administrative expenses decreased \$2.9 million or 6%, primarily due to a \$4.3 million decrease in employee-related costs driven by a decrease in average headcount primarily related to efficiency initiatives and the sale of Ticketfly, a \$4.0 million decrease in legal fees primarily related to the rate-setting proceedings under Section 115 and a \$1.7 million decrease in bad debt expense. This was offset by \$4.7 million in costs related to the acquisition of AdsWizz and the 2018 restructuring plan and \$2.1 million in loss on sale related to the cancellation of the Convertible Promissory Note.

#### *Interest expense*

Interest expense in the three months ended March 31, 2017 and 2018 consists primarily of interest expense on our 1.75% Convertible Senior Notes due 2020 and interest on our credit facility. Refer to [Note 11 "Debt Instruments"](#) in the Notes to Condensed Consolidated Financial Statements for further details on our Notes and credit facility.

#### *Provision for income taxes*

We have historically been subject to income taxes in the United States and various foreign jurisdictions. If we expand our operations to other foreign locations, we become subject to taxation based on the applicable foreign statutory rates and our effective tax rate could fluctuate accordingly.

Our provision for income taxes is computed using the asset and liability method, under which deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities using enacted statutory income tax rates in effect for the year in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce net deferred tax assets to the amount expected to be realized.

On December 22, 2017, the Tax Cut and Jobs Act was signed into law, which enacted significant changes to U.S. tax and related laws. Some of the provisions of the new tax law affecting corporations include, but are not limited to a reduction of the federal corporate income tax rate from 35% to 21%, limiting the interest expense deduction, expensing of cost of acquired qualified property and allowing net operating losses generated in taxable years ending after December 31, 2017 to be carried forward indefinitely. Refer to [Note 16 "Income Taxes"](#) in the Notes to Condensed Consolidated Financial Statements for further details on the impact of the new tax law on our consolidated financial statements.

#### *Off-Balance Sheet Arrangements*

Our liquidity is not dependent on the use of off-balance sheet financing arrangements and as of March 31, 2018 we had no such arrangements.

### *Contractual Obligations*

There has been no material change in our contractual obligations other than in the ordinary course of business since the year ended December 31, 2017.

### **Quarterly Trends**

Our operating results fluctuate from quarter to quarter as a result of a variety of factors. We expect our operating results to continue to fluctuate in future quarters.

#### *Pandora—Streaming Radio and On-Demand Music Services*

Our results reflect the effects of seasonal trends in listener, subscriber and advertising behavior. During the last quarter of each calendar year, and particularly during the holiday season, we expect to experience both higher advertising sales due to greater advertiser demand during the holiday season and increased usage of our service due to the popularity of holiday music. In addition, in the first quarter of each calendar year, we expect to experience lower advertising sales due to reduced advertiser demand, but sustained higher levels of subscriptions and usage by listeners due to increased use of media-streaming devices and subscriptions received as gifts during the holiday season. We believe these seasonal trends have affected, and will continue to affect our operating results, particularly if increases in content acquisition costs from increased usage are not offset by increases in advertising sales in the first calendar quarter.

In addition, expenditures by advertisers tend to be cyclical and discretionary in nature, reflecting overall economic conditions, the economic prospects of specific advertisers or industries, budgeting constraints and buying patterns and a variety of other factors, many of which are outside our control. Also, as we expand our programmatic offering, trends in our revenue may differ from historical results as programmatic revenue is typically non-guaranteed and less predictable compared to more traditional channels of revenue. As a result of these and other factors, the results of any prior quarterly or annual periods should not be relied upon as indications of our future operating performance.

### **Liquidity and Capital Resources**

As of March 31, 2018, we had cash, cash equivalents and investments totaling \$544.4 million, which primarily consisted of cash and money market funds held at major financial institutions and investment-grade corporate debt securities.

Our principal uses of cash during the three months ended March 31, 2018 were funding our operations, as described below, and capital expenditures.

#### *Sources of Funds*

We believe, based on our current operating plan, that our existing cash and cash equivalents and additional sources of funding will be sufficient to meet our anticipated cash needs for at least the next year.

From time to time, we may explore additional financing sources and means to lower our cost of capital, which could include equity, equity-linked and debt financing. In addition, in connection with any future acquisitions, we may require additional funding which may be provided in the form of additional debt, equity or equity-linked financing or a combination thereof. There can be no assurance that any additional financing will be available to us on acceptable terms.

#### *Our Indebtedness*

##### *Credit Facility*

On December 29, 2017, we entered into a credit facility for an aggregate commitment amount of \$200.0 million, with an option to increase the commitment amount by \$50.0 million and a maturity date of the earliest of December 29, 2022, 120 days prior to the Convertible Senior Notes due 2020 (the "Notes") maturity date of December 1, 2020, provided that the Notes have not been converted into common stock prior to such date or 120 days prior to the Series A redeemable convertible preferred stock ("Series A") redemption date of September 22, 2022, provided that the Series A have not been converted into common stock prior to such date.

As of March 31, 2018, we had no outstanding borrowings, \$1.2 million in letters of credit outstanding and \$156.3

## [Table of Contents](#)

million of available borrowing capacity under the credit facility. We are in compliance with all financial covenants associated with the credit facility as of March 31, 2018. Refer to [Note 11 "Debt Instruments"](#) in the Notes to Consolidated Financial Statements for further details regarding our credit facility.

### *1.75% Convertible Senior Notes Due 2020*

On December 9, 2015, we completed an unregistered Rule 144A offering of \$345.0 million aggregate principal amount of our 1.75% Convertible Senior Notes due 2020. The net proceeds from the sale of the Notes were approximately \$336.5 million, after deducting the initial purchaser's fees and other estimated expenses. We used approximately \$43.2 million of the net proceeds to pay the cost of the capped call transactions. Refer to [Note 11 "Debt Instruments"](#) in the Notes to Condensed Consolidated Financial Statements for further details on our Notes.

### *Redeemable Convertible Preferred Stock*

In June 2017, we entered into an agreement with Sirius XM Radio, Inc. ("Sirius XM") to sell 480,000 shares of Series A redeemable convertible preferred stock ("Series A") for \$1,000 per share, with gross proceeds of \$480.0 million. The Series A shares were issued in two rounds: an initial closing of 72,500 shares for \$172.5 million that occurred on June 9, 2017 upon signing the agreement with Sirius XM, and an additional closing of 307,500 shares for \$307.5 million that occurred on September 22, 2017 upon the receipt of antitrust clearance and the completion of other customary closing conditions. Refer to [Note 12 "Redeemable Convertible Preferred Stock"](#) in the Notes to Condensed Consolidated Financial Statements for further details on the redeemable convertible preferred stock.

### *Capital Expenditures*

Consistent with previous periods, future capital expenditures will primarily focus on acquiring additional hosting and general corporate infrastructure. Our access to capital is adequate to meet our anticipated capital expenditures for our current plans.

### *Historical Trends*

The following table summarizes our cash flow data for the three months ended March 31, 2017 and 2018.

	Three months ended March 31,	
	2017	2018
	(in thousands)	
Net cash (used in) provided by operating activities	\$ (35,934)	\$ 17,399
Net cash provided by (used in) investing activities	1,475	(62,248)
Net cash provided by (used in) financing activities	5,186	(2)

### *Operating activities*

In the three months ended March 31, 2018, net cash provided by operating activities was \$17.4 million and primarily consisted of non-cash charges of \$46.1 million of which the most significant included \$26.4 million in stock-based compensation expense, \$13.8 million in depreciation and amortization expense and \$5.4 million in amortization of debt discount. Net cash provided by operating activities was primarily driven by a decrease in accounts receivable of \$67.2 million, a decrease in prepaid content acquisition costs of \$19.8 million, an increase in accrued content acquisition costs of \$8.5 million and an increase in deferred revenue of \$6.2 million, offset by our net loss of \$131.7 million. Net cash provided by operating activities increased by \$53.3 million from the three months ended March 31, 2017, primarily due to changes in working capital of \$60.7 million, offset by decreases in depreciation and amortization expense of \$3.9 million and stock-based compensation expense of \$3.2 million.

### *Investing activities*

In the three months ended March 31, 2018, net cash used in investing activities was \$62.2 million and included \$89.3 million in purchases of investments and \$8.9 million of capital expenditures for internal-use software and leasehold improvements and server equipment, offset by \$34.7 million in proceeds from the cancellation of the Convertible Promissory

Note. Net cash used in investing activities increased by \$63.7 million from the three months ended March 31, 2017, primarily due to the purchase of investments of \$89.3 million and a decrease in proceeds from maturities of investments of \$10.0 million, offset by net proceeds from the cancellation of the Convertible Promissory Note of \$34.7 million.

#### *Financing activities*

In the three months ended March 31, 2018, net cash used in financing activities consisted of proceeds from exercise of stock options and the employee stock purchase plan, offset by tax payments from net share settlements of restricted stock units. Net cash used in financing activities increased \$5.2 million from the three months ended March 31, 2017 primarily due to a decrease in proceeds from employee stock purchase plan of \$2.8 million and a decrease in proceeds from exercise of stock options of \$2.1 million.

#### **Critical Accounting Policies and Estimates**

Our discussion and analysis of our financial condition and results of operations is based upon our condensed consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and the related disclosure of contingent assets and liabilities. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. Our estimates form the basis for our judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

An accounting policy is considered to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, and if different estimates that reasonably could have been used, or changes in the accounting estimate that are reasonably likely to occur, could materially impact the condensed consolidated financial statements. We believe that our critical accounting policies reflect the more significant estimates and assumptions used in the preparation of the condensed consolidated financial statements.

Other than discussed below, there have been no material changes to our critical accounting policies and estimates as compared to those described in our Annual Report on Form 10-K for the year ended December 31, 2017 under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates."

#### *Revenue Recognition*

Revenues are recognized when a contract with a customer exists, and the control of the promised services are transferred to our customers, in an amount that reflects the consideration we expect to receive in exchange for those services. Substantially all of our revenues are generated from contracts with customers in the United States.

#### *Gross versus net revenue recognition*

We report revenue on a gross or net basis based on management's assessment of whether we act as a principal or agent in the transaction. To the extent we act as the principal, revenue is reported on a gross basis unless we are unable to determine the amount on a gross basis, in which case we report revenue on a net basis. The determination of whether we act as a principal or an agent in a transaction is based on an evaluation of whether we control the good or service prior to transfer to the customer. We have determined that we act as the principal in all of our revenue streams.

#### *Advertising Revenue*

We generate advertising revenue primarily from audio, display and video advertising. We generate the majority of our advertising revenue through the delivery of advertising impressions sold on a CPM. We also offer advertising on other units of measure, CPE and CPV, under which an advertiser pays us based on the number of times a listener engages with an ad.

We determine that a contract exists when we have an agreed-to insertion order, whether by signature or by customary business practice, or a fully executed customer-specific agreement. The duration of our contracts is generally less than one year. Revenue is recognized as performance obligations are satisfied, which generally occurs as ads are delivered. We generally recognize revenue based on delivery information from our campaign trafficking systems. Certain advertising arrangements include performance obligations other than advertising, such as music events. For these performance obligations, revenue is recognized when the customer obtains control of the promised services, such as when a music event occurs.

Certain customers may receive cash-based incentives or rebates, which are accounted for as variable consideration in the determination of the transaction price. We use the expected value method to estimate the value of such variable consideration to include in the transaction price and reflect changes to such estimates in the period in which they occur. The amount of variable consideration included in revenues is limited to the extent that it is probable that the amount will not be subject to a significant reversal when the uncertainty associated with the variable consideration is subsequently resolved.

Certain contracts include added value (“AV”) elements, under which the customer may receive credits for free advertising services in exchange for advertising spend commitments, either based on total contract amount, defined spend tiers or overall commitments across multiple contracts. We have determined that these AV elements represent a material right to the customer, and therefore are treated as distinct performance obligations. We determine an estimated selling price for these items and include them in the allocation of the transaction price of a contract or series of contracts, as applicable. If we are unable to accurately estimate the selling price for these items, our advertising revenue could be misstated and have a material adverse effect on our business, financial condition and results of operations.

*Arrangements with multiple performance obligations—Advertising revenue*

Our contracts with customers may include multiple performance obligations. For such arrangements, we allocate revenue to each performance obligation based on its relative standalone selling price. We generally determine standalone selling prices based on an analysis of the historical prices charged to customers, or estimate the stand alone selling price using expected cost plus margin.

*Subscription and Other Revenue*

We generate revenue for our subscription services on both a direct basis and through subscriptions sold through certain third-party mobile device app stores. For subscriptions sold through third-party mobile device app stores, the subscriber executes a click-through agreement with Pandora outlining the terms and conditions between Pandora and the subscriber upon purchase of the subscription. The mobile device app stores promote the Pandora app through their e-store, process payments for subscriptions, and retain a percentage of revenue as a fee. We report this revenue gross of the fee retained by the mobile device app stores, as the subscriber is Pandora’s customer in the contract and controls the service prior to the transfer to the subscriber.

Subscription revenue is a series type performance obligation and is recognized net of sales tax amounts collected from subscribers. The enforceable rights in monthly subscription contracts are the monthly service period, whereas the annual subscriptions are cancelable at any time. Because of the cancellation clauses for the annual subscriptions, the duration of these contracts is daily and are recognized on a daily ratable basis. For monthly subscriptions where there is no cancellation provision, we recognize revenue on a straight-line basis over the monthly service term. Historically, cancellation rates have been immaterial.

Subscription revenue from monthly subscriptions sold indirectly through mobile device app stores may be subject to partners’ refund or cancellation terms. Revenues are recognized net of any adjustments, including refunds and other fees, as reported by the partners.

**Item 3. Quantitative and Qualitative Disclosure About Market Risk**

*Interest Rate Fluctuation Risk*

There have been no material changes in our primary market risk exposures or how those exposures are managed from the information disclosed in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2017. For further discussion of quantitative and qualitative disclosures about market risk, reference is made to our Annual Report on Form 10-K.

**Item 4. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

We maintain "disclosure controls and procedures," as such term is defined in Rule 13a-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. Based on this evaluation at the end of the period covered by this Quarterly Report on Form 10-Q, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of March 31, 2018.

**Changes in Internal Control over Financial Reporting**

There have been no other changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect our internal control over financial reporting.

**PART II. OTHER INFORMATION**

**Item 1. Legal Proceedings**

The material set forth in [Note 6](#) in the Notes to Condensed Consolidated Financial Statements in Part I, Item 1 of this Quarterly Report on Form 10-Q is incorporated herein by reference.

**Item 1A. Risk Factors**

*Investing in our common stock involves a high degree of risk. Before deciding to invest in our common stock, you should carefully consider each of the risk factors associated with the Company's business previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2017. Those risks and the risks described in this Quarterly Report on Form 10-Q, including in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," could materially harm our business, financial condition, operating results, cash flow and prospects. If that occurs, the trading price of our common stock could decline, and you may lose all or part of your investment.*

There have been no material changes to the Risk Factors described under "Part I—Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2017.



**Item 6. Exhibits**

Exhibit No.	Exhibit Description	Incorporated by Reference					Filed Herewith
		Form	File No.	Exhibit	Filing Date	Filed By	
<a href="#">3.01</a>	<a href="#">Amended and Restated Certificate of Incorporation</a>	S-1/A	333-172215	3.1	4/4/2011		
<a href="#">3.02</a>	<a href="#">Certificate of Amendment to the Amended and Restated Certificate of Incorporation</a>	10-Q	001-35198	3.02	7/26/2016		
<a href="#">3.03</a>	<a href="#">Amended and Restated Bylaws</a>	10-K	001-35198	3.03	2/26/2018		
<a href="#">3.04</a>	<a href="#">Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock</a>	8-K	001-35198	3.1	6/14/2017		
<a href="#">10.01*</a>	<a href="#">Amendment No. 1 to Credit Agreement, dated as of December 29, 2017, by and among the Company and Pandora Media California, LLC, the lenders party thereto, Wells Fargo Bank, National Association, as Administrative Agent, and JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and Wells Fargo Bank, National Association as joint lead arrangers and joint book runners, dated February 8, 2018</a>						X
<a href="#">10.02†</a>	<a href="#">2018 Corporate Incentive Plan</a>						X
<a href="#">10.03</a>	<a href="#">Amendment No. 2 to Membership Interest Purchase Agreement, dated as of June 9, 2017 by and among Eventbrite, Inc., Pandora Media, Inc., and Ticketfly, LLC, dated March 30, 2018</a>						X
<a href="#">31.01</a>	<a href="#">Certification of the Principal Executive Officer Pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>						X
<a href="#">31.02</a>	<a href="#">Certification of the Principal Financial Officer Pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>						X
<a href="#">32.01</a>	<a href="#">Certification of the Principal Executive Officer and Principal Financial Officer Pursuant to 8 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>						X

[Table of Contents](#)

101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	X
101.SCH	XBRL Taxonomy Schema Linkbase Document	X
101.CAL	XBRL Taxonomy Calculation Linkbase Document	X
101.DEF	XBRL Taxonomy Definition Linkbase Document	X
101.LAB	XBRL Taxonomy Labels Linkbase Document	X
101.PRE	XBRL Taxonomy Presentation Linkbase Document	X

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\* Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished on a supplemental basis to the Securities and Exchange Commission upon request; provided, however that we may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules or exhibits so furnished.

† Indicates management contract or compensatory plan.



**AMENDMENT NUMBER ONE  
TO CREDIT AGREEMENT**

**THIS AMENDMENT NUMBER ONE TO CREDIT AGREEMENT** (this "Amendment"), dated as of February 6, 2018, is entered into by and among Pandora Media, Inc., a Delaware corporation ("Pandora"), the Subsidiaries of Pandora identified on the signature pages hereof as "Borrowers", (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Lenders identified on the signature pages hereof (such lenders constituting the Supermajority Lenders as of the date hereof), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), and in light of the following:

**WITNESSETH**

**WHEREAS**, Borrowers, the Lenders party thereto, and Agent are parties to that certain Credit Agreement, dated as of December 29, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, Borrowers have requested certain amendments to the Credit Agreement; and

**WHEREAS**, upon the terms and conditions set forth herein, Agent and Supermajority Lenders are willing to make certain amendments to the Credit Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement (including Section 1.1 thereof).

2. Amendments to Credit Agreement. Subject to the satisfaction (or waiver in writing by Agent) of the conditions precedent set forth in Section 3 hereof, the Credit Agreement shall be amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by amending and restating clause (j) of the definition of "Eligible Accounts" in its entirety as follows:

(j) Accounts with respect to an Account Debtor whose Eligible Accounts owing to Borrowers exceed (x) with respect to Eligible Accounts owing from Publicis Groupe S.A., a société anonyme formed and registered in France, or its Affiliates, 20%, and (y) with respect to Eligible Accounts owing from any other Account Debtor, 15% (each such percentage, as applied to a particular Account Debtor, being subject to reduction by Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, that in each case, the amount of Eligible Accounts that are excluded because they exceed the applicable foregoing percentage shall be determined by Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,

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(b) Schedule 5.2 to the Credit Agreement is hereby amended and restated by deleting such Schedule and replacing it with Schedule 5.2 attached hereto.

3. Conditions Precedent to Amendment. The satisfaction (or waiver in writing by Agent) of each of the following shall constitute conditions precedent to the effectiveness of the Amendment (the first date upon which all of such conditions are satisfied or waived in writing by Agent, the "Amendment Effective Date"):

(a) Agent shall have received this Amendment, duly executed by Agent, the Borrowers, and Lenders constituting the Supermajority Lenders as of the date hereof.

(b) After giving effect to this Amendment, the representations and warranties contained herein, in the Credit Agreement, and in the other Loan Documents, in each case shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall continue to be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date).

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date, nor shall either result from the consummation of the transactions contemplated herein.

(d) All other documents and legal matters in connection with the transactions contemplated by this Amendment shall have been delivered, executed, or recorded and shall be in form and substance reasonably satisfactory to Agent.

4. Representations and Warranties. Each Borrower hereby represents and warrants to Agent and each other member of the Lender Group as follows:

(a) It (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any state where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this Amendment and the other Loan Documents to which it is a party and to carry out the transactions contemplated hereby and thereby.

(b) The execution, delivery, and performance by it of this Amendment and the performance by it of each Loan Document to which it is or will be a party (i) have been duly authorized by all necessary action, (ii) do not and will not (A) violate any material provision of federal, state or local law or regulation applicable to it or its Subsidiaries, the Governing Documents of it or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on it or its Subsidiaries, (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any Material Contract of any Loan Party or its Subsidiaries, the Preferred Equity Documents, the Permitted Convertible Notes, or the Permitted Subordinated Notes, where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (C) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party,

other than Permitted Liens, or (D) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any Material Contract of any Loan Party, the Preferred Equity Documents, the Permitted Convertible Notes, or the Permitted Subordinated Notes, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of Material Contracts, the Preferred Equity Documents, the Permitted Convertible Notes, and the Permitted Subordinated Notes, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect.

(c) No registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority is required in connection with the execution, delivery and performance by it of this Amendment or any other Loan Document to which it is or will be a party, other than registrations, consents, approvals, notices, or other actions that have been obtained and that are still in force and effect.

(d) This Amendment is, and each other Loan Document to which it is or will be a party, when executed and delivered by each Person that is a party thereto, will be the legally valid and binding obligation of such Person, enforceable against such Person in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

(e) No injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the consummation of the transactions contemplated herein has been issued and remains in force by any Governmental Authority against any Borrower, Agent, any member of the Lender Group, or any Bank Product Provider.

(f) No Default or Event of Default has occurred and is continuing as of the date of the effectiveness of this Amendment, and no condition exists which constitutes a Default or an Event of Default.

(g) The representations and warranties set forth in this Amendment, the Credit Agreement, as amended by this Amendment and after giving effect to this Amendment, and the other Loan Documents to which it is a party are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall continue to be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date).

(h) This Amendment has been entered into without force or duress, of the free will of each Borrower, and the decision of each Borrower to enter into this Amendment is a fully informed decision and such Person is aware of all legal and other ramifications of each decision.

(i) It has read and understands this Amendment, has consulted with and been represented by independent legal counsel of its own choosing in negotiations for and the preparation of this Amendment, has read this Amendment in full and final form, and has been advised by its counsel of its rights and obligations hereunder.

5. Payment of Costs and Fees. Borrowers shall pay to Agent and each Lender all Lender Group Expenses (including, without limitation, the reasonable fees and expenses of any attorneys retained by Agent

or any Lender) in connection with the preparation, negotiation, execution and delivery of this Amendment and any documents and instruments relating hereto.

6. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION**. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

7. Amendments. This Amendment cannot be altered, amended, changed or modified in any respect except in accordance with Section 14.1 of the Credit Agreement.

8. Counterpart Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

9. Effect on Loan Documents.

(a) The Credit Agreement, as amended hereby, and each of the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby are ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not operate, except as expressly set forth herein, as a modification or waiver of any right, power, or remedy of Agent or any Lender under the Credit Agreement or any other Loan Document. Except for the amendments to the Credit Agreement expressly set forth herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect. The waivers, consents and modifications set forth herein are limited to the specifics hereof (including facts or occurrences on which the same are based), shall not apply with respect to any facts or occurrences other than those on which the same are based, shall neither excuse any future non-compliance with the Loan Documents nor operate as a waiver of any Default or Event of Default, shall not operate as a consent to any further waiver, consent or amendment or other matter under the Loan Documents, and shall not be construed as an indication that any future waiver or amendment of covenants or any other provision of the Credit Agreement will be agreed to, it being understood that the granting or denying of any waiver or amendment which may hereafter be requested by Borrowers remains in the sole and absolute discretion of Agent and Lenders. To the extent that any terms or provisions of this Amendment conflict with those of the Credit Agreement or the other Loan Documents, the terms and provisions of this Amendment shall control.

(b) Upon and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “herein”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereunder”, “therein”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified and amended hereby.

(c) To the extent that any of the terms and conditions in any of the Loan Documents shall contradict or be in conflict with any of the terms or conditions of the Credit Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Credit Agreement as modified or amended hereby.

(d) This Amendment is a Loan Document.

(e) This Amendment shall be construed in accordance with the rules of construction set forth in Section 1.4 of the Credit Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

10. Entire Agreement. This Amendment, and the terms and provisions hereof, the Credit Agreement and the other Loan Documents constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous amendments or understandings with respect to the subject matter hereof, whether express or implied, oral or written.

11. Integration. This Amendment, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

12. Reaffirmation of Obligations. Each Borrower hereby (a) acknowledges and reaffirms its obligations owing to Agent, each member of the Lender Group, and the Bank Product Providers under each Loan Document to which it is a party, and (b) agrees that each of the Loan Documents to which it is a party is and shall remain in full force and effect. Each Borrower hereby (i) further ratifies and reaffirms the validity and enforceability of all of the Liens and security interests heretofore granted, pursuant to and in connection with the Guaranty and Security Agreement or any other Loan Document to Agent, on behalf and for the benefit of each member of the Lender Group and each Bank Product Provider, as collateral security for the obligations under the Loan Documents in accordance with their respective terms, and (ii) acknowledges that all of such Liens and security interests, and all Collateral heretofore pledged as security for such obligations, continue to be and remain collateral for such obligations from and after the date hereof (including, without limitation, from after giving effect to this Amendment).

13. Ratification. Each Borrower hereby restates, ratifies and reaffirms each and every term and condition set forth in the Credit Agreement and the Loan Documents effective as of the date hereof and as modified hereby.

14. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Signature pages follow]



IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

**BORROWERS:**

**PANDORA MEDIA, INC.,**  
a Delaware corporation

By: /s/ Dagan Josephson  
Name: Dagan Josephson  
Title: Treasurer

**PANDORA MEDIA CALIFORNIA, LLC,**  
a California limited liability company

By: Pandora Media, Inc.  
Its: Sole Member

By: /s/ Dagan Josephson  
Name: Dagan Josephson  
Title: Treasurer

*Signature Page to Amendment Number One to Credit Agreement*

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**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association, as Agent and as a Lender

By: /s/ Supremna Cole  
Name: Supremna Cole  
Its Authorized Signatory

*Signature Page to Amendment Number One to Credit Agreement*

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**JP MORGAN CHASE BANK, N.A.,**

as a Lender

By: /s/ Bruce S. Borden

Name: Bruce S. Borden

Title: Executive Director \_\_\_\_\_

*Signature Page to Amendment Number One to Credit Agreement*

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**MORGAN STANLEY SENIOR FUNDING, INC.,**

as a Lender

By: /s/ Gayathri Srinivasan

Name: Gayathri Srinivasan

Title: Vice President \_\_\_\_\_

*Signature Page to Amendment Number One to Credit Agreement*

**Pandora Media Corporate Incentive Plan for Fiscal Year Ending December 31, 2018**

The Pandora Media, Inc. (“**Pandora**”) Corporate Incentive Plan for the fiscal year ending December 31, 2018 (the “**Plan**”) is designed to reward eligible employees for their efforts toward the accomplishment of Pandora’s goals during the Plan Year. For purposes of the Plan, “**Plan Year**” means Pandora’s fiscal year starting January 1, 2018 through and including December 31, 2018. For purposes of measuring performance under the Plan, there are two distinct “**Performance Periods**”. The “First-Half Performance Period” means the period starting January 1, 2018 through and including June 30, 2018. The “Second-Half Performance Period” means the period starting July 1, 2018 through and including December 31, 2018.

**Eligibility**

**Eligibility under the Plan does not represent a commitment or guarantee that a participant will receive any payment under the Plan. If, for any reason, a participant is not an active employee of Pandora (or one of its eligible subsidiaries as determined by the Compensation Committee of Pandora’s Board of Directors (the “**Compensation Committee**”)) on the date on which payments hereunder are made, such participant will not be eligible to receive a bonus under the Plan.** Furthermore, the decision to pay any bonus under the Plan remains in the full discretion of the Compensation Committee.

Selected employees are eligible to participate in the Plan, based on position and level (an “**Eligible Position**”). To receive a bonus payment, if any, under the Plan, an employee in an Eligible Position must remain an active employee through the date on which payments hereunder are made (“**Eligible Employee**”).

*New Hires and Promotions into Eligible Positions.* Employees hired or promoted into an Eligible Position after the beginning of the Plan Year will have any bonus prorated to reflect the length of time employed in an Eligible Position during the Performance Period in which they were hired or promoted. However, employees hired, or promoted, into an Eligible Position for the first time on or after June 1, 2018 will not be eligible to participate in the Plan until July 1, 2018, and employees hired, or promoted, into an Eligible Position for the first time on or after December 1, 2018 will not be eligible to participate in the Plan.

*Changes Between Eligible Positions.* Eligible Employees who move from one Eligible Position to another Eligible Position with a different Target Bonus (as defined below) will have any bonus prorated to reflect the different Target Bonus amounts based on the length of time employed in each Eligible Position during the Performance Period.

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*Prorated Bonus for Approved Leave of Absence.* Eligible Employees who take an approved leave of absence for longer than ten (10) consecutive business days will have any bonus prorated to exclude the time period during which they were on the approved leave of absence. This proration of the bonus (if any) would occur regardless of whether the Eligible Employee received partial or full salary continuation or other pay during the leave of absence.

### **Target Bonus Opportunity**

Each Eligible Position is assigned a target bonus opportunity (“**Target Bonus**”), generally expressed as a percentage of earned salary for the applicable Performance Period. Each participant’s manager will discuss the participant’s Target Bonus with the participant. There is no guarantee that a participant will receive a Target Bonus, and a participant may receive a lower or higher amount or no bonus.

### **Plan Administration**

The Compensation Committee will have sole discretion to determine the aggregate pool (the “**Bonus Pool**”) under the Plan, as described below, depending solely upon its assessment of Pandora’s overall performance measured against objectives that the Compensation Committee and management will determine at its sole discretion. In exercising its discretion, the Compensation Committee will consider any extraordinary activities during the year, including mergers, acquisitions, new market expansion and other strategic initiatives. Pandora and the Compensation Committee may amend, suspend or terminate the Plan at any time and in any manner. **All payments under the Plan are discretionary. Regardless of whether any specific performance metrics are set for any Performance Period, the decisions as to whether, and how much, to fund the Bonus Pool remain in the full discretion of the Compensation Committee, and Pandora’s financial results for any Performance Period shall not be deemed to give any Eligible Employee a right to any payment under the Plan.**

The Incentive Committee of Pandora (the “**Incentive Committee**”) is responsible for administering the Plan with respect to Eligible Employees who are not executive officers of Pandora (“**Non-Executive Employees**”), subject to the direction of the Compensation Committee. Members of the Incentive Committee shall be the CEO and/or any officers or managers appointed by the CEO to the Incentive Committee. The Incentive Committee will, in its discretion, determine a Non-Executive Employee’s eligibility under the Plan, including whether part-time employees are eligible and whether Pandora will pay prorated bonuses for Non-Executive Employees who retire (and, if so, the retirement criteria) or die during the Plan Year. All determinations, interpretations, rules and decisions of the Compensation Committee and/or the Incentive Committee shall be conclusive and binding upon all persons claiming to have any interest or right under the Plan.

### **Bonus Payments**

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In order to receive any payment under the Plan, an Eligible Employee must remain an active employee through the date on which payments hereunder are made. If, before such date(s), a Plan participant's employment is terminated (whether by the participant or by Pandora, regardless of the reason), the participant will not be eligible to receive a bonus under the Plan, subject to the Incentive Committee's discretion to pay a prorated bonus in the event of a Non-Executive Employee's retirement or death during the Plan Year.

The Compensation Committee will determine the Bonus Pool and the individual payments to each executive officer of Pandora.

With respect to the Non-Executive Employees, the Incentive Committee shall have the discretion to determine the portion of the remaining Bonus Pool that will be awarded to any participant or to any department or business unit and to delegate responsibility for determining participant payments to the participant's manager.

As a result, the actual payment to any participant of a bonus, if any, under the Plan is subject to the discretion of the Compensation Committee, the Incentive Committee and the participant's manager.

### **Operating Guidelines**

No Eligible Employee may rely on any verbal communication, agreement, or other information (verbal or written) outside of this Plan. Pandora reserves the right to amend, terminate or make significant changes to the Plan at any time and for any reason, with or without notice. Eligibility for a bonus under this Plan does not guarantee eligibility for any future payments or bonus programs.

### **At Will Employment**

Nothing in the Plan shall confer upon any employee or other Plan participant any right to continued employment or service with Pandora for any specific duration or otherwise restrict in any way the rights of Pandora or any employee to terminate an Eligible Employee's employment at any time, for any reason, with or without cause.

### **Tax Withholding**

Pandora shall withhold from the payments under the Plan all federal, state and local income or other taxes required to be withheld therefrom and any other required payroll deductions, and as a condition precedent to payment under the Plan, all recipients shall make arrangements satisfactory to Pandora for the payment of any personal income or other taxes. All payments hereunder are intended to qualify for the short-term deferral exception from Section 409A of the Internal Revenue Code and, if required to qualify for such exception, shall be made no later than two and a half (2 and 1/2) months following the end of the taxable year in which an individual becomes legally entitled to, or vested in, a payment hereunder.

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**Miscellaneous**

This Plan is unfunded. In no event may a participant sell, transfer, anticipate, assign or otherwise dispose of any right or interest under the Plan or relating hereto. At no time will any such right or interest under the Plan be subject to the claims of any participant's creditors or liable to attachment, execution or other legal process.



**AMENDMENT NO. 2 TO MEMBERSHIP INTEREST PURCHASE AGREEMENT**

AMENDMENT NO. 2, dated as of March 30, 2018 (this "*Amendment*"), to the Membership Interest Purchase Agreement, dated as of June 9, 2017, as amended (the "*Agreement*"), by and among Eventbrite, Inc., a Delaware corporation ("*Buyer*"), Pandora Media, Inc., a Delaware corporation ("*Seller*") and Ticketfly, LLC, a Delaware limited liability company (the "*Company*").

**RECITALS**

WHEREAS, Buyer, Seller and the Company have entered into the Agreement;

WHEREAS, Buyer and Seller are, concurrently with the execution hereof, cancelling the Note (as defined in the Agreement) in exchange for a payment by Buyer to Seller and the amendments to the Agreement as provided herein; and

WHEREAS, Buyer, Seller and the Company desire to amend the Agreement accordingly, in accordance with Section 10.5 thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I**

1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**ARTICLE II**

2.1 Amendment to Section 1.4(h). The first sentence of Section 1.4(h) of the Agreement is hereby deleted.

2.2 Amendment to Section 1.5. Section 1.5 ("Severance") of the Agreement is hereby deleted and the title changed to "[Reserved]". Neither Buyer nor Seller shall have any obligations under Section 1.5 before, on or after the date of this Amendment.

2.3 Amendment to Section 6.15. The parties agree and acknowledge that any and all rights of Seller set forth in Section 6.15 of the Agreement are hereby extinguished and terminated; provided, that, the obligations of Seller and its representatives set forth in Section 6.15 shall continue.

2.4 Amendment to Section 9.5. Section 9.5 of the Agreement is hereby amended such that in each instance where the Agreement requires or permits the principal or any other part of the Note to be reduced by an amount, the Agreement shall instead be deemed to require that such amount be paid immediately by Seller to Buyer in cash.

**ARTICLE III**

3.1 Authorization. Each party hereto represents to the other that (i) such party has all requisite power and authority to execute and deliver this Amendment, including, in the case of Buyer, authority to execute and deliver this Agreement on behalf of the Company as its sole member; and (ii) this Amendment has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, subject only to the effect, if any, of (i) applicable

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bankruptcy and other similar Applicable Law affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.2 Amended Agreement. This Amendment constitutes an amendment to the Agreement in accordance with Section 10.5 thereof and shall be read and construed with the Agreement as one instrument. Except as expressly amended hereby, the Agreement shall remain in full force and effect, and the parties hereby ratify, confirm and adopt the Agreement, as amended hereby.

3.3 Amendments and Waivers. Subject to Applicable Law, the parties hereto may amend this Amendment by authorized action at any time pursuant to an instrument in writing signed on behalf of each of the parties hereto.

3.4 Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood and agreed that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, Buyer, Seller and the Company have caused this Amendment to the Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

**BUYER:**

**Eventbrite, Inc.**

By: /s/ Geoffrey Befumo  
Name: Geoffrey Befumo  
Title: Chief Financial Officer

**SELLER:**

**Pandora Media, Inc.**

By: /s/ Jeremy Liegl  
Name: Jeremy Liegl  
Title: Assistant Secretary

**THE COMPANY:**

**Ticketfly, LLC**

By: its sole member,  
**Eventbrite, Inc.**

By: /s/ Geoffrey Befumo  
Name: Geoffrey Befumo  
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NO. 2 TO MEMBERSHIP INTEREST PURCHASE AGREEMENT]

**Certification of Principal Executive Officer**  
**Pursuant to Rule 13a-14(a)/15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Roger Lynch, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Pandora Media, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 3, 2018

/s/ Roger Lynch

Name: Roger Lynch

Title: Chief Executive Officer (Principal Executive Officer)

**Certification of Principal Financial Officer**  
**Pursuant to Rule 13a-14(a)/15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Naveen Chopra, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Pandora Media, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 3, 2018

/s/ Naveen Chopra

Name: Naveen Chopra

Title: Chief Financial Officer (Principal Financial Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF SARBANES-OXLEY ACT OF 2002**

The certification set forth below is being submitted in connection with this Quarterly Report on Form 10-Q for the quarter ended March 31, 2018 (the "Report") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Each of the undersigned certifies that, to his knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Pandora Media, Inc.

May 3, 2018

/s/ Roger Lynch

Name: Roger Lynch  
Title: *Chief Executive Officer (Principal Executive Officer)*

/s/ Naveen Chopra

Name: Naveen Chopra  
Title: *Chief Financial Officer (Principal Financial Officer)*

This certification accompanying the Report is not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities such Section, and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before, on or after the date of the Report), irrespective of any general incorporation language contained in such filing.