

Section 1: 10-Q (10-Q)

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

FORM 10-Q

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

For the quarterly period ended September 30, 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

Pandora Media, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

**2100 Franklin Street, Suite 700
Oakland, CA**

(Address of principal executive offices)

94-3352630

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

94612

(Zip Code)

(510) 451-4100

(Registrant's telephone number, including area code)

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 October 31, 2018 was: 269,775,191.

Pandora Media, Inc.
FORM 10-Q Quarterly Report
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

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

	As of December 31, 2017	As of September 30, 2018
Assets		
Current assets		
Cash and cash equivalents	\$ 499,597	\$ 287,523
Short-term investments	1,250	100,119
Accounts receivable, net of allowance of \$5,352 at December 31, 2017 and \$7,855 at September 30, 2018	336,429	373,418
Prepaid content acquisition costs	55,668	32,219
Prepaid expenses and other current assets	19,220	25,673
Total current assets	912,164	818,952
Convertible promissory note receivable	35,471	—
Property and equipment, net	116,742	107,802
Goodwill	71,243	178,917
Intangible assets, net	19,409	55,557
Other long-term assets	11,293	11,575
Total assets	\$ 1,166,322	\$ 1,172,803
Liabilities, redeemable convertible preferred stock and stockholders' equity		
Current liabilities		
Accounts payable	\$ 14,896	\$ 28,406
Accrued liabilities	34,535	72,311
Accrued content acquisition costs	97,751	123,910
Accrued compensation	47,635	45,687
Deferred revenue	31,464	55,678
Total current liabilities	226,281	325,992
Long-term debt, net	273,014	255,272
Other long-term liabilities	23,500	25,660
Total liabilities	522,795	606,924
Redeemable convertible preferred stock: 480,000 shares issued and outstanding at December 31, 2017 and 480,000 at September 30, 2018	490,849	513,270
Stockholders' equity		
Common stock: 250,867,462 shares issued and outstanding at December 31, 2017 and 269,774,079 at September 30, 2018	25	27
Additional paid-in capital	1,422,221	1,632,178
Accumulated deficit	(1,269,351)	(1,579,125)
Accumulated other comprehensive loss	(217)	(471)
Total stockholders' equity	152,678	52,609
Total liabilities, redeemable convertible preferred stock and stockholders' equity	\$ 1,166,322	\$ 1,172,803

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 September 30,		Nine months ended September 30,	
	2017	2018	2017	2018
Revenue				
Advertising	\$ 275,741	\$ 291,856	\$ 777,253	\$ 777,480
Subscription and other	84,414	125,772	218,192	344,175
Ticketing service	18,484	—	76,032	—
Total revenue	378,639	417,628	1,071,477	1,121,655
Cost of revenue				
Cost of revenue—Content acquisition costs	204,222	222,191	587,517	666,631
Cost of revenue—Other	27,287	39,308	80,259	98,884
Cost of revenue—Ticketing service	11,269	—	50,397	—
Total cost of revenue	242,778	261,499	718,173	765,515
Gross profit	135,861	156,129	353,304	356,140
Operating expenses				
Product development	39,469	42,553	120,290	118,788
Sales and marketing	107,588	124,760	378,581	374,351
General and administrative	48,171	47,273	150,650	142,521
Goodwill impairment	—	—	131,997	—
Contract termination (benefit) fees	(423)	—	23,044	—
Total operating expenses	194,805	214,586	804,562	635,660
Loss from operations	(58,944)	(58,457)	(451,258)	(279,520)
Interest expense	(7,592)	(6,768)	(22,377)	(20,799)
Other income, net	559	1,684	866	6,033
Total other expense, net	(7,033)	(5,084)	(21,511)	(14,766)
Loss before (provision for) benefit from income taxes	(65,977)	(63,541)	(472,769)	(294,286)
(Provision for) benefit from income taxes	(266)	(125)	(877)	6,933
Net loss	\$ (66,243)	\$ (63,666)	\$ (473,646)	\$ (287,353)
Net loss available to common stockholders	\$ (84,562)	\$ (71,251)	\$ (506,493)	\$ (309,774)
Basic and diluted net loss per common share	\$ (0.34)	\$ (0.27)	\$ (2.10)	\$ (1.19)
Weighted-average basic and diluted common shares	245,810	268,058	241,579	260,327

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)

	Three months ended September 30,		Nine months ended September 30,	
	2017	2018	2017	2018
Net loss	\$ (66,243)	\$ (63,666)	\$ (473,646)	\$ (287,353)
Change in foreign currency translation adjustment	(729)	(243)	(600)	(241)
Change in net unrealized gain (loss) on marketable securities	8	(5)	50	(13)
Other comprehensive loss	(721)	(248)	(550)	(254)
Total comprehensive loss	<u>\$ (66,964)</u>	<u>\$ (63,914)</u>	<u>\$ (474,196)</u>	<u>\$ (287,607)</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)

	Nine months ended September 30,	
	2017	2018
Operating activities		
Net loss	\$ (473,646)	\$ (287,353)
Adjustments to reconcile net loss to net cash used in operating activities		
Goodwill impairment	131,997	—
Loss on dispositions	9,459	2,173
Loss on extinguishment of convertible debt	—	14,600
Depreciation and amortization	49,121	44,167
Stock-based compensation	98,327	82,802
Amortization (accretion) of premium on investments	78	(1,200)
Accretion of discount on convertible promissory note receivable	(171)	(534)
Other operating activities	290	802
Amortization of debt discount	14,934	15,391
Interest income	(258)	(810)
Provision for bad debt	10,851	3,960
Changes in operating assets and liabilities		
Accounts receivable	(11,294)	(20,160)
Prepaid content acquisition costs	(33,842)	32,529
Prepaid expenses and other assets	(17,955)	(4,892)
Accounts payable, accrued and other current liabilities	(257)	26,193
Accrued content acquisition costs	6,063	26,159
Accrued compensation	(12,646)	550
Other long-term liabilities	(532)	(9,286)
Deferred revenue	5,618	14,914
Reimbursement of cost of leasehold improvements	5,236	894
Net cash used in operating activities	(218,627)	(59,101)
Investing activities		
Purchases of property and equipment	(12,861)	(7,290)
Internal-use software costs	(13,948)	(15,235)
Payments related to acquisition, net of cash acquired	—	(66,924)
Purchases of investments	—	(244,744)
Proceeds from maturities of investments	37,084	147,170
Proceeds from cancellation of convertible promissory note receivable	—	34,742
Proceeds from sales of subsidiaries, net of cash	122,912	—
Net cash provided by (used in) investing activities	133,187	(152,281)
Financing activities		
Proceeds from issuance of redeemable convertible preferred stock	480,000	—
Payments of issuance costs	(29,284)	(4,886)
Repayment of debt arrangements	(90,000)	—
Proceeds from employee stock purchase plan	8,012	4,156
Proceeds from exercise of stock options	7,836	779
Tax withholdings related to net share settlements of restricted stock units	—	(1,651)
Net cash provided by (used in) financing activities	376,564	(1,602)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	237	(347)
Net increase (decrease) in cash, cash equivalents and restricted cash	291,361	(213,331)
Cash, cash equivalents and restricted cash at beginning of period	201,820	500,854
Cash, cash equivalents and restricted cash at end of period	\$ 493,181	\$ 287,523
Supplemental disclosures of cash flow information		

Purchases of property and equipment recorded in accounts payable and accrued liabilities	\$	2,294	\$	1,515
Cash paid during the period for interest	\$	5,791	\$	3,659
Accretion of preferred stock issuance costs	\$	29,259	\$	—
Stock dividend payable to preferred stockholders	\$	3,588	\$	22,421
Contingent consideration related to acquisition	\$	—	\$	5,000
Fair value of shares issued related to acquisition	\$	—	\$	72,956
Fair value of convertible promissory note received as partial consideration for sale of subsidiary	\$	36,203	\$	—
Employee stock purchase plan ("ESPP") purchases	\$	11,387	\$	7,169

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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 shown the changes in the total of cash, cash equivalents and restricted cash 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 convertible debt, fair value of contingent consideration, 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.

Business Combinations, Goodwill and Intangible Assets, net

We allocate the fair value of purchase consideration to the tangible assets acquired, liabilities assumed, intangible assets acquired based on their estimated fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. Additionally, any contingent consideration is recorded at fair value on the acquisition date and classified as a liability. Such valuations require management to make significant estimates and assumptions, especially with respect to intangible assets and contingent consideration. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired users, acquired technology, and trade names from a market participant perspective, useful lives and discount rates. Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. During the measurement period, we may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.

We test goodwill and intangible assets with indefinite useful lives for impairment at least annually, or more frequently if events or changes in circumstances indicate that the assets may be impaired. We perform our annual goodwill and intangible asset impairment tests in the fourth quarter of each year.

Acquired finite-lived intangible assets are amortized over the estimated useful lives of the assets, which range from three to eleven years. Acquired finite-lived intangible assets consist primarily of patents, customer relationships, developed technology and trade names resulting from business combinations. We evaluate the recoverability of our intangible assets for potential impairment whenever events or circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying amounts to the future undiscounted cash flows the assets are expected to generate. If such review indicates that the carrying amount of intangible assets is not recoverable, the carrying amount of such assets is reduced to the fair value.

In addition to the recoverability assessment, we routinely review the remaining estimated useful lives of finite-lived intangible assets. If we reduce the estimated useful life assumption for any asset, the remaining unamortized balance would be amortized over the revised estimated useful life. We record the amortization of intangible assets to the financial statement line item in our consolidated statement of operations that the asset directly relates to. To the extent that purchased intangibles are used in revenue generating activities, we record the amortization of these intangible assets to cost of revenue.

Convertible Senior Notes due 2020 ("2020 Notes")

We allocate the principal amount of our 2020 Notes between the liability and equity components. The value assigned to the debt components of the 2020 Notes 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. The equity component is recorded to additional paid-in capital and is not remeasured as long as it continues to meet the conditions for equity classification. The excess of the principal amount of the Notes over the carrying amount of the liability component is recorded as a debt discount, and is being amortized to interest expense using the effective interest method through the December 1, 2020 maturity date. We allocate the total amount of transaction costs incurred to the liability and equity components.

Convertible Senior Notes due 2023 ("2023 Notes")

We allocate the principal amount of our 2023 Notes between the liability and equity components. The value assigned to the debt components of the 2023 Notes is the estimated fair value as of the issuance date of similar debt without the conversion feature. The difference between the fair value of the total instrument and this estimated fair value of the debt component represents the value which has been assigned to the equity component. The equity component is recorded to additional paid-in capital and is not remeasured as long as it continues to meet the conditions for equity classification. The excess of the principal amount of the Notes over the carrying amount of the liability component is recorded as a debt discount, and is being amortized

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

to interest expense using the effective interest method through the December 1, 2023 maturity date. We allocate the total amount of transaction costs incurred to the liability and equity components.

Concentration of Credit Risk

For the three and nine months ended September 30, 2017 and 2018, we had no customers that accounted for more than 10% of our total revenue. As of December 31, 2017 and September 30, 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.

In June 2018, the FASB issued Accounting Standards Update No. 2018-07, Improvements to Nonemployee Share-Based Payment Accounting ("ASU 2018-07"), which simplifies the accounting for share-based payments granted to nonemployees for goods and services. Under ASU 2018-07, certain guidance on such payments to nonemployees would be aligned with the requirements for share-based payments granted to employees. The guidance is effective for fiscal years beginning after December 15, 2018, and interim periods within that fiscal year, although early adoption is permitted. As we do not have material nonemployee awards, we do not expect the adoption of ASU 2018-07 to have a material impact 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 August 2016, the FASB issued Accounting Standards Update No. 2016-15, Statement of Cash Flows (Topic 230) Classification of Certain Cash Receipts and Cash Payments ("ASU 2016-15"), which eliminates the diversity in practice related to the classification of certain cash receipts and payments for debt prepayment or extinguishment costs, the maturing of a zero-coupon bond, the settlement of contingent liabilities arising from a business combination, proceeds from insurance settlements, distributions from certain equity method investees and beneficial interests obtained in a financial asset securitization. ASU 2016-15 designates the appropriate cash flow classification, including requirements to allocate certain components of these cash receipts and payments among operating, investing and financing activities. We adopted this guidance effective January 1, 2018, using the retrospective transition approach for all periods presented. The adoption of ASU 2016-15 did not have a material impact on our condensed consolidated financial statements.

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

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 did not have a material impact on our condensed 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 adoption of ASU 2017-01 did not have a material impact on our condensed consolidated financial statements.

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

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

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.

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.

Pandora Media, Inc.
Notes to Condensed Consolidated Financial Statements - Continued
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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 as of September 30, 2018 is primarily driven by cash payments received or due in advance of satisfying our performance obligations, offset by \$29.4 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.

4. Cash, Cash Equivalents and Investments

Cash, cash equivalents and investments consisted of the following:

	As of December 31, 2017	As of September 30, 2018
	(in thousands)	
Cash and cash equivalents		
Cash	\$ 146,294	\$ 134,862
Money market funds	353,303	51,273
Commercial paper	—	89,387
Certificates of deposit	—	7,504
U.S. government and government agency debt securities	—	4,497
Total cash and cash equivalents	\$ 499,597	\$ 287,523
Short-term investments		
Commercial paper	\$ —	\$ 80,915
Corporate debt securities	1,250	19,204
Total short-term investments	\$ 1,250	\$ 100,119
Cash, cash equivalents and investments	\$ 500,847	\$ 387,642

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 losses and fair value by significant investment category as of September 30, 2018. We had no gross unrealized gains as of September 30, 2018. As of December 31, 2017, the adjusted cost and fair value by significant investment category are the same.

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	As of September 30, 2018		
	Adjusted Cost	Unrealized Losses	Fair Value
	(in thousands)		
Money market funds	\$ 51,273	\$ —	\$ 51,273
Commercial paper	170,302	—	170,302
Certificates of deposit	7,504	—	7,504
Corporate debt securities	19,217	(13)	19,204
U.S. government and government agency debt securities	4,497	—	4,497
Total cash equivalents and marketable securities	<u>\$ 252,793</u>	<u>\$ (13)</u>	<u>\$ 252,780</u>

All of our investments have maturities of twelve months or less as of December 31, 2017 and September 30, 2018.

The unrealized losses on our available-for-sale securities as of September 30, 2018 were not significant. We had no securities that had been in a continuous unrealized loss position for greater than 12 months as of December 31, 2017 and September 30, 2018. As of September 30, 2018, we considered the decreases in market value on our available-for-sale securities to be temporary in nature and did not consider any of our investments to be other-than-temporarily impaired. During the three and nine months ended September 30, 2018, we did not recognize any impairment charges. There were no sales of available-for-sale securities during the three and nine months ended September 30, 2018.

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.

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Notes to Condensed Consolidated Financial Statements - Continued
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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 at December 31, 2017 and September 30, 2018:

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

	As of September 30, 2018		
	Fair Value Measurement Using		
	Quoted Prices in Active Markets for Identical Instruments (Level 1)	Significant Other Observable Inputs (Level 2)	Total
	(in thousands)		
Assets			
Money market funds	\$ 51,273	\$ —	\$ 51,273
Commercial paper	—	170,302	170,302
Certificate of deposit	—	7,504	7,504
Corporate debt securities	—	19,204	19,204
U.S. government and government agency debt securities	—	4,497	4,497
Total assets measured at fair value	\$ 51,273	\$ 201,507	\$ 252,780

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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 September 30, 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.

The fair value of our 2023 Notes was calculated on a nonrecurring basis as of May 24, 2018. Refer to [Note 11, "Debt Instruments"](#), in the Notes to Condensed Consolidated Financial Statements for the carrying amount and estimated fair value of our 2023 Notes and 2020 Notes (collectively the "Notes"), which are not recorded at fair value as of September 30, 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 and nine months ended September 30, 2018, we prepaid \$148.6 million and \$321.3 million in content acquisition costs related to minimum guarantees. As of September 30, 2018, we have future minimum guarantee commitments of \$183.7 million, of which \$57.7 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 September 30, 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

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Ninth Circuit requested certification to the California Supreme Court on the substantive legal questions. The California 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.*

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 May 25, 2018, we completed the acquisition of 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, for an aggregate purchase price of \$146.6 million in a combination of cash and common stock. Cash paid was \$73.7 million and 9,588,312 shares of the Company's common stock were issued. The purchase price includes a contingent consideration of \$5.0 million, measured at its fair value, which is dependent on achievement of certain business milestones. In addition to the purchase price, unvested options of AdsWizz were converted into unvested options to acquire our common stock.

Upon acquisition, AdsWizz became a wholly owned subsidiary of Pandora. The acquisition was accounted for as a business combination, and the financial results of AdsWizz are included in our consolidated financial statements from the date of acquisition. Pro forma results of operations related to the acquisition have not been presented because it is not material to our consolidated statements of operations.

The following table summarizes the allocation of estimated fair values of the net assets acquired during the nine months ended September 30, 2018, including the related estimated useful lives, where applicable:

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	<u>Estimated fair value</u> (in thousands)	<u>Estimated useful life in years</u>
Finite-lived intangible assets		
Developed technology	\$ 32,000	4
Customer relationships	12,000	4
Trade name	600	4
Total finite-lived intangible assets	\$ 44,600	
Tangible assets acquired, net	1,581	
Deferred tax liabilities	(7,216)	
Net assets acquired	\$ 38,965	
Goodwill	107,673	
Total fair value consideration	<u>\$ 146,638</u>	

The fair value of assets acquired and liabilities assumed from our acquisition of AdsWizz was based on a preliminary valuation and our estimates and assumptions are subject to change. We will recognize any subsequent adjustments to the purchase price prospectively in the period in which the adjustments are determined. A portion of the purchase price is held in escrow and may be recovered from this escrow amount.

Goodwill generated from the AdsWizz acquisition is primarily attributable to expected synergies from future growth and strategic advances in the digital audio ad technology industry. Goodwill generated during the period is not deductible for tax purposes.

8. Goodwill and Intangible Assets

During the nine months ended September 30, 2018, we completed the acquisition of AdsWizz. The changes in the carrying amount of goodwill for the nine months ended September 30, 2018, are as follows:

	<u>9/30/2018</u> (in thousands)
Balance as of December 31, 2017	\$ 71,243
Goodwill related to acquisition of AdsWizz	107,674
Balance as of September 30, 2018	<u>\$ 178,917</u>

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

	<u>As of December 31, 2017</u>			<u>As of September 30, 2018</u>		
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Value</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Value</u>
	(in thousands)			(in thousands)		
Finite-lived intangible assets						
Patents	\$ 8,030	\$ (3,289)	\$ 4,741	\$ 8,030	\$ (3,839)	\$ 4,191
Developed technology	27,950	(13,608)	14,342	59,950	(20,160)	39,790
Customer relationships	940	(940)	—	12,940	(1,988)	10,952
Trade names	1,320	(994)	326	1,920	(1,296)	624
Total finite-lived intangible assets	<u>\$ 38,240</u>	<u>\$ (18,831)</u>	<u>\$ 19,409</u>	<u>\$ 82,840</u>	<u>\$ (27,283)</u>	<u>\$ 55,557</u>

Note: Amounts may not recalculate due to rounding

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Amortization expense of intangible assets was \$1.9 million and \$4.3 million for the three months ended September 30, 2017 and 2018. Amortization expense of intangible assets was \$11.2 million and \$8.5 million for the nine months ended September 30, 2017 and 2018.

The following is a schedule of future amortization expense related to finite-lived intangible assets as of September 30, 2018.

	As of September 30, 2018
	(in thousands)
Remainder of 2018	\$ 4,299
2019	16,696
2020	16,401
2021	11,877
2022	5,193
Thereafter	1,091
Total future amortization expense	<u>\$ 55,557</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 nine months ended September 30, 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

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

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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, 2017		As of September 30, 2018	
	(in thousands)			
1.75% convertible senior notes due 2020	\$	345,000	\$	152,100
Unamortized discount and deferred issuance costs		(71,986)		(24,453)
Carrying value of 1.75% convertible senior notes due 2020	\$	273,014	\$	127,647
1.75% convertible senior notes due 2023		—		192,900
Unamortized discount and deferred issuance costs		—		(65,275)
Carrying value of 1.75% convertible senior notes due 2023	\$	—	\$	127,625
Long-term debt, net	\$	273,014	\$	255,272

Convertible Debt Offering Due 2020

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% 2020 Notes. In connection with the issuance of the 2020 Notes, we entered into capped call transactions with the initial purchaser of the 2020 Notes and an additional financial institution ("Capped Call Transactions").

The net proceeds from the sale of the 2020 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.

On May 24, 2018, we exchanged \$192.9 million in aggregate principal of the 2020 Notes for new 2023 Notes. As a result of the transaction, \$192.9 million in aggregate principal of the 2020 Notes was extinguished. The extinguishment resulted in the derecognition of the carrying value of the debt, including the debt discount, of \$157.4 million. We recognized a loss on exchange of \$14.6 million based on the difference between the carrying value of the exchanged notes and the portion of the consideration allocated to the fair value of the new notes. The loss is included in the general and administrative line item of our Condensed Consolidated Statements of Operations. The carrying value of the existing 2020 notes as of September 30, 2018 is \$127.6 million and will continue to accrete to par using the same effective interest rate as when the transaction was executed.

The 2020 Notes are unsecured, senior obligations of Pandora, and interest is payable semi-annually at a rate of 1.75% per annum. The 2020 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 2020 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 2020 Notes will be convertible at the option of holders at any time.

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The conversion rate for the 2020 Notes is initially 60.9050 shares of common stock per \$1,000 principal amount of the 2020 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 2020 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 2020 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 2020 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.

Convertible Debt Offering Due 2023

On May 24, 2018, we completed an exchange of \$192.9 million in aggregate principal of the 2020 notes in separate transactions with the note holders. Pursuant to the exchange, the note holders received \$192.9 million in aggregate principal of the 1.75% 2023 Notes.

The 2023 Notes are unsecured, senior obligations of Pandora, and interest is payable semi-annually at a rate of 1.75% per annum. The 2023 Notes will mature on December 1, 2023, unless earlier repurchased or redeemed by Pandora or converted in accordance with their terms prior to such date. Prior to July 1, 2023, the 2023 Notes are convertible at the option of holders only upon the occurrence of specified events or during certain periods as further described below; thereafter, until the second scheduled trading day prior to maturity, the 2023 Notes will be convertible at the option of holders at any time.

The conversion rate for the 2023 Notes is initially 104.4778 shares of common stock per \$1,000 principal amount of the 2023 Notes, which is equivalent to an initial conversion price of approximately \$9.57 per share of our common stock, and is subject to adjustment in certain circumstances.

We will not have the right to redeem the 2023 Notes prior to December 5, 2021. We may redeem all or any portion of the 2023 Notes for cash at our option on or after December 5, 2021 if the last reported sale price of our common stock is at least 130% of the conversion price then in effect for at least 20 trading days, whether or not consecutive, during any 30 consecutive trading day period, including the last trading day of such period, ending on, and including, any of the five trading days immediately preceding the date on which we provide notice of redemption. Any optional redemption of the 2023 Notes will be at a redemption price equal to 100% of the principal amount of the 2023 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. We have the right to settle the 2023 Notes in cash, shares or a combination thereof. The maximum number of shares of common stock the 2023 Notes are convertible into is approximately 27.2 million, and is subject to adjustment under certain circumstances.

The 2023 Notes will be convertible at the option of holders only under the following circumstances:

- Prior to the close of business on the business day immediately preceding July 1, 2023, during any calendar quarter commencing after the calendar quarter ended on September 30, 2018 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive), during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- Prior to the close of business on the business day immediately preceding July 1, 2023, during the five business day period after any ten consecutive trading day period (the "measurement period") in which the trading price per \$1,000 principal amount of 2023 Notes for each trading day of the measurement period was

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less than 98% of the product of the last reported sale price of our common stock and the conversion rate on each such trading day;

- Prior to the business day immediately preceding July 1, 2023, upon the occurrence of specified corporate events; or
- At any time on or after July 1, 2023 until the close of business on the second scheduled trading day immediately preceding the December 1, 2023 maturity date.

Upon the occurrence of a make-whole fundamental change or if we call all or any portion of the 2023 Notes for redemption prior to July 1, 2023, we will, in certain circumstances, increase the conversion rate by a number of additional shares for a holder that elects to convert its 2023 Notes in connection with such make-whole fundamental change or during the related redemption period.

The 2023 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 initial debt component of the 2023 Notes was valued at \$124.3 million, which is net of \$3.2 million of fees and expenses allocated to the debt component. The difference between the fair value of the total instrument and this estimated fair value of the debt component represents the value which has been assigned to the equity component. The fair value of the equity component reported in additional paid-in capital is \$67.3 million, which is net of \$1.7 million of fees and expenses allocated to the equity component. The difference between the principal exchanged, which is par value or \$192.9 million, and the estimated fair value of the new debt represents the amount 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, 2023 maturity date.

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

	Three months ended			
	September 30,			
	2017	2018	2017	2018
	2020 Notes		2023 Notes	
	(in thousands except for effective interest rate)			
Effective interest rate	10.18%	10.18%	N/A	10.38%
Contractually stated interest expense	\$ 1,509	\$ 691	N/A	\$ 844
Amortization of discount	\$ 5,135	\$ 2,593	N/A	\$ 2,381

	Nine months ended			
	September 30,			
	2017	2018	2017	2018
	2020 Notes		2023 Notes	
	(in thousands except for effective interest rate)			
Effective interest rate	10.18%	10.18%	N/A	10.38%
Contractually stated interest expense	\$ 4,511	\$ 3,320	N/A	\$ 1,191
Amortization of discount	\$ 14,934	\$ 12,031	N/A	\$ 3,360

The total estimated fair value of the 2020 Notes and 2023 Notes as of September 30, 2018 was \$148.7 million and \$222.7 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.

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

The closing price of our common stock was \$9.51 on September 30, 2018, which was less than the initial conversion price for the 2020 Notes and 2023 Notes of approximately \$16.42 and \$9.57 per share. As such, the if-converted values of the 2020 Notes and 2023 Notes were less than the principal amounts of \$152.1 million and \$192.9 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. As of September 30, 2018, the credit facility had a maturity date of the earliest of December 29, 2022; 120 days prior to the 2020 Notes maturity date of December 1, 2020, provided that the 2020 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 September 30, 2018, we had no outstanding borrowings, \$0.8 million in letters of credit outstanding and \$199.2 million of available borrowing capacity under the credit facility. We are in compliance with all financial covenants associated with the credit facility as of September 30, 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 Radio") 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 172,500 shares for \$172.5 million that occurred on June 9, 2017 upon signing the agreement with Sirius XM Radio, 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 September 30, 2018, redeemable convertible preferred stock consisted of the following:

	<u>As of December 31,</u> <u>2017</u>	<u>As of September 30,</u> <u>2018</u>
	<u>(in thousands)</u>	<u>(in thousands)</u>
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	33,270
Redeemable convertible preferred stock	<u>\$ 490,849</u>	<u>\$ 513,270</u>

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 September 30, 2017 and 2018, we recorded stock-based compensation expense from stock options of approximately \$0.9 million and \$1.5 million. During the nine months ended September 30, 2017 and 2018, we recorded stock-based compensation expense from stock options of approximately \$6.9 million and \$3.6 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:

	<u>Three months ended September 30,</u>		<u>Nine months ended September 30,</u>	
	<u>2017</u>	<u>2018</u>	<u>2017</u>	<u>2018</u>
Expected life (in years)	6.25	N/A	5.93 - 6.25	2.05 - 6.25
Risk-free interest rate	1.97%	N/A	1.92 - 2.18%	2.49 - 2.79 %
Expected volatility	61%	N/A	61%	58 - 60%
Expected dividend yield	0%	N/A	0%	0%

Restricted stock units ("RSUs")

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

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 September 30, 2017 and 2018, we recorded stock-based compensation expense from RSUs of approximately \$27.7 million and \$26.3 million. During the nine months ended September 30, 2017 and 2018, we recorded stock-based compensation expense from RSUs of approximately \$86.5 million and \$76.2 million.

ESPP

The ESPP allows eligible employees to purchase shares of our common stock through payroll deductions of up to 15% 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 September 30,		Nine months ended September 30,	
	2017	2018	2017	2018
Expected life (in years)	0.5	0.5	0.5	0.5
Risk-free interest rate	0.65 - 1.13%	1.83 - 2.24%	0.44 - 1.13%	1.13 - 2.24%
Expected volatility	39 - 45%	57%	39 - 52%	45 - 57%
Expected dividend yield	0%	0%	0%	0%

During the three months ended September 30, 2017 and 2018, we withheld \$1.9 million and \$1.9 million in contributions from employees and recognized \$1.0 million and \$0.9 million of stock-based compensation expense related to the ESPP, respectively. During the nine months ended September 30, 2017 and 2018, we withheld \$8.0 million and \$5.5 million in contributions from employees and recognized \$2.9 million and \$2.5 million of stock-based compensation expense related to the ESPP, respectively. In the three months ended September 30, 2017 and 2018, 739,922 and 855,415 shares of common stock were issued under the ESPP. In the nine months ended September 30, 2017 and 2018, 1,287,687 and 1,651,405 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 September 30,		Nine Months Ended September 30,	
	2017	2018	2017	2018
	(in thousands)		(in thousands)	
Stock-based compensation expense				
Cost of revenue—Other	\$ 803	\$ 742	\$ 2,432	\$ 2,284
Cost of revenue—Ticketing service	6	—	69	—
Product development	8,428	8,884	25,765	23,329
Sales and marketing	14,059	11,300	42,657	34,209
General and administrative	6,805	7,912	27,404	22,980
Total stock-based compensation expense	\$ 30,101	\$ 28,838	\$ 98,327	\$ 82,802

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

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.

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 and nine months ended September 30, 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:

	Three months ended September 30,		Nine months ended September 30,	
	2017	2018	2017	2018
(in thousands except per share amounts)				
Numerator				
Net loss	\$ (66,243)	\$ (63,666)	\$ (473,646)	\$ (287,353)
Less: Stock dividend payable and transaction costs	18,319	7,585	32,847	22,421
Net loss available to common stockholders	<u>(84,562)</u>	<u>(71,251)</u>	<u>(506,493)</u>	<u>(309,774)</u>
Denominator				
Weighted-average basic and diluted common shares	<u>245,810</u>	<u>268,058</u>	<u>241,579</u>	<u>260,327</u>
Net loss per common share, basic and diluted	<u>\$ (0.34)</u>	<u>\$ (0.27)</u>	<u>\$ (2.10)</u>	<u>\$ (1.19)</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:

	As of September 30,	
	2017	2018
(in thousands)		
Shares issuable upon conversion of preferred stock	46,057	48,883
Restricted stock units	20,990	25,614
Shares issuable upon conversion of 2023 Notes	—	20,154
Options to purchase common stock	6,206	6,368
Performance awards*	1,486	875
Shares issuable pursuant to the ESPP	859	848
Total common stock equivalents	<u>75,598</u>	<u>102,742</u>

*Includes potential common shares outstanding for Market Stock Units and Performance Stock Units

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 2020 Notes either partially or wholly in cash, under the treasury stock method, the 2020 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 2020 Notes. For the period from the issuance of the offering of the 2020 Notes through September 30, 2018, the conversion feature of the 2020 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.

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

In connection with the pricing of the 2020 Notes, we entered into Capped Call Transactions which increase the effective conversion price of the 2020 Notes, and are designed to reduce potential dilution upon conversion of the 2020 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 2020 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 nine months ended September 30, 2018, we incurred costs and cash expenditures for the 2018 Reduction in Force totaling \$7.6 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 completed and all amounts were paid in the nine months ended September 30, 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 nine months ended September 30, 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 nine months ended September 30, 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

Tax Cut and Jobs Act (the "Act")

On December 22, 2017, 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 September 30, 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.

Acquisition of AdsWizz

As a result of the acquisition of AdsWizz, deferred tax liabilities were established for the book-tax basis difference primarily related to acquired intangible assets. The net deferred tax liabilities provided an additional source of income to support the realizability of pre-existing deferred tax assets. As a result, during the nine months ended September 30, 2018, we released \$7.2 million of our valuation allowance and recorded an income tax benefit. Refer to [Note 7 "Business Combination"](#) in the Notes to the Condensed Consolidated Financial Statements for further details on the acquisition of AdsWizz.

17. Sirius XM Holdings Inc. Merger Agreement

On September 23, 2018, we entered in to an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Sirius XM Holdings Inc. ("Sirius XM"), a Delaware corporation, and White Oaks Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Sirius XM. Subject to the terms and conditions set forth in the Merger Agreement, the Company will be acquired by and become a wholly owned subsidiary of Sirius XM (the "Merger"). On the date the Merger is effected, (i) all of our common stock issued and outstanding immediately prior to the effective date of the Merger will be converted into the right to receive validly issued, fully paid and non-assessable shares of Sirius XM common stock at an exchange ratio of 1.44 and (ii) all of our Redeemable Convertible Preferred Stock will be canceled without consideration.

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

Pursuant to the Merger Agreement, on October 24, 2018, the "go-shop" period expired. On October 24, 2018, we announced and informed Sirius XM that we had actively solicited alternative acquisition proposals during the "go-shop" period from potential acquirers. During such time, none of these parties executed a confidentiality agreement or otherwise expressed an interest in pursuing a transaction and no other party proposed an alternative transaction. We are now subject to customary "no-shop" provisions that limit our ability to solicit alternative acquisition proposals, subject to customary provisions.

The consummation of the Merger is subject to certain conditions, including approval by the stockholders of both Sirius XM and the Company, the satisfaction of certain regulatory approvals and other customary closing conditions. If we terminate the Merger Agreement under certain circumstances, we may be required to pay Sirius XM a termination fee of \$105.0 million.

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, economic, competitive and technological trends and consummation of the proposed merger with Sirius XM Holdings Inc. ("Sirius XM"). 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 Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2017, the possibility that the closing of the proposed merger with Sirius XM may be delayed or may fail to occur, and risks related to the disruption of the proposed merger and the effect of the announcement of the proposed merger on our ability to attract and retain key personnel and maintain relationships with our customers, vendors and other third parties.. 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 670 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

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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 September 30, 2018, we streamed 4.81 billion hours of content, and as of September 30, 2018, we had 68.8 million active users during the trailing 30-day period and 6.76 million paid subscribers. Since we launched the Pandora service in 2005 our listeners have created over 13 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

Sirius XM Merger Agreement

On September 23, 2018, we entered in to an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Sirius XM, a Delaware corporation, and White Oaks Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Sirius XM. Subject to the terms and conditions set forth in the Merger Agreement, the Company will be acquired by and become a wholly owned subsidiary of Sirius XM (the "Merger"). On the date the Merger is effected, (i) all of our common stock issued and outstanding immediately prior to the effective date of the Merger will be converted into the right to receive validly issued, fully paid and non-assessable shares of Sirius XM common stock at an exchange ratio of 1.44 and (ii) all of our Redeemable Convertible Preferred Stock will be canceled without consideration.

Pursuant to the Merger Agreement, on October 24, 2018, the "go-shop" period expired. On October 24, 2018, we announced and informed Sirius XM that we had actively solicited alternative acquisition proposals during the "go-shop" period from potential acquirers. During such time, none of these parties executed a confidentiality agreement or otherwise expressed an interest in pursuing a transaction and no other party proposed an alternative transaction. We are now subject to customary "no-shop" provisions that limit our ability to solicit alternative acquisition proposals, subject to customary provisions.

The consummation of the Merger is subject to certain conditions, including approval by the stockholders of both Sirius XM and the Company, the satisfaction of certain regulatory approvals and other customary closing conditions. If we terminate the Merger Agreement under certain circumstances, we may be required to pay Sirius XM a termination fee of \$105.0 million.

Convertible Debt Exchange

On May 24, 2018 we exchanged \$192.9 million in aggregate principal of the Convertible Senior Notes due 2020 (the "2020 Notes") for new Convertible Senior Notes due 2023 (the "2023 Notes") (collectively the "Notes"). Pursuant to the exchange, the note holders received \$192.9 million in aggregate principal of the new 1.75% 2023 Notes. The exchange qualified as an extinguishment of the original notes. The extinguishment resulted in the derecognition of the carrying value of the debt, including the debt discount. We recognized a loss on exchange of \$14.6 million based on the difference between the carrying value of the exchanged notes and the portion of the consideration allocated to the fair value of the new notes. The loss is included in the general and administrative line item of our Condensed Consolidated Statements of Operations. The carrying value of the existing 2020 notes as of September 30, 2018 is \$127.6 million and will continue to accrete to par using the same effective interest rate when the transaction was executed. Refer to [Note 11 "Debt Instruments"](#) in the Notes to the Condensed Consolidated Financial Statements for further details on the convertible note exchange.

Acquisition of AdsWizz Inc. ("AdsWizz")

On May 25, 2018, we completed the acquisition of 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, for an aggregate purchase price of \$146.6 million in a combination of cash and common stock. Cash paid was \$73.7 million and 9,588,312 shares of the Company's common stock were issued. The purchase price includes a contingent consideration of \$5.0 million, measured at its fair value, which is dependent on achievement of certain business milestones. In addition to the purchase price, unvested options of AdsWizz were converted into unvested options to acquire our common stock. We recognized goodwill of \$107.7 million, which is primarily attributable to expected synergies from future growth and strategic advances in the digital audio ad technology industry. Refer to [Note 7 "Business Combinations"](#) in the Notes to the Condensed Consolidated Financial Statements for further details on the acquisition of AdsWizz.

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

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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 also participated 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 has issued certain clarifications and modifications to the Initial Determination at the request of the participants in the Phonorecords III Proceedings, though none of these clarifications or modifications change the basic rate structure of the Initial Determination or are expected to have a significant effect on the rates the Company pays under the Initial Determination. Once the final CRB decision is published in the Federal Register, it 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

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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.

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

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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 and nine months ended September 30, 2017 and 2018.

Service	Three months ended September 30,		Nine months ended September 30,	
	2017	2018	2017	2018
	(in billions)		(in billions)	
Advertising	3.91	3.59	12.49	11.30
Subscription	1.24	1.22	3.09	3.56
Total	5.15	4.81	15.58	14.86

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 consumed content 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 use multiple accounts. To become a registered user, a person must sign-up using an email address or phone number, or access our service using a device with a unique identifier, which we use to create an account for our service. Prior to the second quarter of 2018, we defined active users as the number of distinct registered users, including subscribers, that have requested audio from our servers during the trailing 30 days to the end of the final calendar month of the period.

The table below sets forth our total active users as of September 30, 2017 and 2018.

	As of September 30,	
	2017	2018
	(in millions)	
Active users—all services	73.7	68.8

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 and nine months ended September 30, 2017 and 2018.

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	Three months ended September 30,				Nine months ended September 30,			
	2017		2018		2017		2018	
	RPM*	LPM	RPM*	LPM	RPM*	LPM	RPM*	LPM
Advertising	\$ 70.27	\$ 37.01	\$ 77.84	\$ 37.80	\$ 62.08	\$ 35.36	\$ 67.14	\$ 36.99

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

Advertising RPM

For the three and nine months ended September 30, 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.

Advertising LPM

For the three and nine months ended September 30, 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 minimum guarantee accruals related to our direct license agreements with major and independent labels, distributors, PROs and publishers and an increase in per play rates adjusted for inflation.

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 September 30, 2018.

	As of December 31,	As of September 30,
	2017	2018
	(in millions)	
Paid subscribers	5.48	6.76

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 and nine months ended September 30, 2017 and 2018.

	Three months ended September 30,				Nine months ended September 30,			
	2017		2018		2017		2018	
	ARPU	LPU	ARPU	LPU	ARPU	LPU	ARPU	LPU
Subscription Services	\$ 5.58	\$ 3.87	\$ 6.68	\$ 4.51	\$ 5.05	\$ 3.33	\$ 6.51	\$ 4.64

Subscription ARPU

For the three and nine months ended September 30, 2018 compared to 2017, the increase in subscription ARPU is primarily due to an increase in Pandora Premium subscribers. Pandora Premium launched in the second quarter of 2017 at a higher price point than Pandora Plus.

Subscription LPU

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For the three months ended September 30, 2018 compared to 2017, the increase in subscription LPU is primarily due to an increase in content acquisition costs associated with Pandora Premium and an increase in accrued content acquisition costs due to higher rates determined by the Section 115 ruling.

For the nine months ended September 30, 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 and an increase in accrued content acquisition costs due to higher rates determined by the Section 115 ruling.

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 September 30,		Nine months ended September 30,	
	2017	2018	2017	2018
Revenue				
Advertising	73 %	70 %	73 %	69 %
Subscription and other	22	30	20	31
Ticketing service	5	—	7	—
Total revenue	100	100	100	100
Cost of revenue				
Cost of revenue—Content acquisition costs	54	53	55	59
Cost of revenue—Other	7	9	7	9
Cost of revenue—Ticketing service	3	—	5	—
Total cost of revenue	64	63	67	68
Gross profit	36	37	33	32
Operating expenses				
Product development	10	10	11	11
Sales and marketing	28	30	35	33
General and administrative	13	11	14	13
Goodwill impairment	—	—	12	—
Contract termination (benefit) fees	—	—	2	—
Total operating expenses	51	51	75	57
Loss from operations	(16)	(14)	(42)	(25)
Interest expense	(2)	(2)	(2)	(2)
Other income, net	—	—	—	1
Total other expense, net	(2)	(1)	(2)	(1)
Loss before (provision for) benefit from income taxes	(17)	(15)	(44)	(26)
(Provision for) benefit from income taxes	—	—	—	1
Net loss	(17)	(15)	(44)	(26)
Net loss available to common stockholders	(22)%	(17)%	(47)%	(28)%

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(1) Includes stock-based compensation as follows:

Cost of revenue - Other	0.2%	0.2%	0.2%	0.2%
Cost of revenue - Ticketing service	—	—	—	—
Product development	2.2	2.1	2.4	2.1
Sales and marketing	3.7	2.7	4.0	3.0
General and administrative	1.8	1.9	2.6	2.0

Note: Amounts may not recalculate due to rounding

Revenue

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Revenue						
Advertising	\$ 275,741	\$ 291,856	\$ 16,115	\$ 777,253	\$ 777,480	\$ 227
Subscription and other	84,414	125,772	41,358	218,192	344,175	125,983
Ticketing service	18,484	—	(18,484)	76,032	—	(76,032)
Total revenue	\$ 378,639	\$ 417,628	\$ 38,989	\$ 1,071,477	\$ 1,121,655	\$ 50,178

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 September 30, 2017 and 2018 and the nine months ended September 30, 2017 and 2018, advertising revenue accounted for 73%, 70%, 73% and 69% of our total revenue. We expect that advertising will comprise a majority of revenue for the foreseeable future.

For the three months ended September 30, 2018 compared to 2017, advertising revenue increased \$16.1 million or 6%, primarily due to our off-platform revenue related to the AdsWizz acquisition and an increase in the average price per ad due to new advertising products resulting in improved monetization. This is offset by a decrease in ad hours resulting in a lower number of ads sold.

For the nine months ended September 30, 2018 compared to 2017, advertising revenue was relatively flat and increased \$0.2 million despite increases in the average price per ad due to new advertising products resulting in improved monetization and increases in our off-platform revenue related to the AdsWizz acquisition, which were offset by a decrease in the number of ads sold and the termination of our services in Australia and New Zealand.

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 September 30, 2017 and 2018 and the nine months ended September 30, 2017 and 2018, subscription and other revenue accounted for 22%, 30%, 20% and 31% of our total revenue.

For the three and nine months ended September 30, 2018 compared to 2017, subscription and other revenue increased \$41.4 million or 49% and \$126.0 million or 58%, respectively, primarily due to an increase in the number of subscribers and an increase in the average price per paid subscriber due to the 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 and nine months ended September 30, 2017, ticketing service revenue accounted for approximately 5% and 7% of our total revenue. There was no ticketing service revenue in the three and nine months ended September 30, 2018. Refer to [Note 9 "Dispositions"](#) in the Notes to the Condensed Consolidated Financial Statements 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 September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Cost of revenue—Content acquisition costs	\$ 204,222	\$ 222,191	\$ 17,969	\$ 587,517	\$ 666,631	\$ 79,114

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 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 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 September 30, 2018 compared to 2017, content acquisition costs increased \$18.0 million or 9% and content acquisition costs as a percentage of total revenue decreased from 54% to 53%. The decrease in content acquisition costs as a percentage of total revenue is primarily due to improved monetization related to new advertising products and a decrease in minimum guarantee accruals related to our direct license agreements with major and independent labels, distributors, PROs and publishers and a decrease to royalty obligations with certain labels.

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For the nine months ended September 30, 2018 compared to 2017, content acquisition costs increased \$79.1 million or 13% and content acquisition costs as a percentage of total revenue increased from 55% to 59%. The increase in content acquisition costs as a percentage of revenue is primarily due to minimum guarantee accruals related to our direct license agreements with major and independent labels, distributors, PROs and publishers and, to a lesser degree, an increase in rates determined by the Section 115 ruling.

Cost of revenue—Other

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Cost of revenue—Other	\$ 27,287	\$ 39,308	\$ 12,021	\$ 80,259	\$ 98,884	\$ 18,625

Cost of revenue—other consists primarily of ad and music serving costs, costs associated with our off-platform revenue, 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. Costs associated with our off-platform revenue consist primarily of costs paid to third party publishers related to revenues generated through the placement of ads on their properties. 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 September 30, 2018 compared to 2017, cost of revenue—other increased \$12.0 million or 44%, primarily due to a \$5.9 million increase in expense related to costs associated with our off-platform revenue, a \$2.4 million increase in spend on audience targeting and a \$2.8 million increase in amortization expense of acquired intangible assets and internal-use software related to the launch Premium Access.

For the nine months ended September 30, 2018 compared to 2017, cost of revenue—other increased \$18.6 million or 23%, primarily due to an \$8.0 million increase in expense related to costs associated with our off-platform revenue, a \$4.5 million increase in amortization expense of internal-use software related to the launch of Pandora Premium and Premium Access and a \$3.6 million increase in spend on audience targeting.

Cost of revenue—Ticketing service

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Cost of revenue—Ticketing service	\$ 11,269	\$ —	\$ (11,269)	\$ 50,397	\$ —	\$ (50,397)

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 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 9 "Dispositions"](#) in the Notes to the Condensed Consolidated Financial Statements for further details on the Ticketfly disposition.

Gross margin

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Gross profit						
Total revenue	\$ 378,639	\$ 417,628	\$ 38,989	\$ 1,071,477	\$ 1,121,655	\$ 50,178
Total cost of revenue	242,778	261,499	18,721	718,173	765,515	47,342
Gross profit	\$ 135,861	\$ 156,129	\$ 20,268	\$ 353,304	\$ 356,140	\$ 2,836
Gross margin	36%	37%		33%	32%	

For the three months ended September 30, 2018 compared to 2017, gross margin increased from 36% to 37%. The increase is primarily due to improved monetization associated with our new advertising products.

For the nine months ended September 30, 2018 compared to 2017, gross margin decreased from 33% to 32%. The decrease 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, to a lesser degree, an increase in rates determined by the Section 115 ruling.

Product development

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Product development	\$ 39,469	\$ 42,553	\$ 3,084	\$ 120,290	\$ 118,788	\$ (1,502)

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 September 30, 2018 compared to 2017, product development expenses increased by \$3.1 million or 8%, primarily due to a \$3.3 million increase in employee expenses due to the AdsWizz acquisition and investment in product, offset by a \$1.2 million increase in capitalized personnel driven by increased software development hours.

For the nine months ended September 30, 2018 compared to 2017, product development expenses decreased by \$1.5 million or 1%, primarily due to a \$2.9 million decrease in expenses for Pandora Premium prior to launch, which included amortization expense of acquired intangible assets reclassified to cost of revenue—other and other professional fees. This was offset by a \$1.6 million increase in equipment costs for ongoing product development activities.

Sales and marketing

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Sales and marketing	\$ 107,588	\$ 124,760	\$ 17,172	\$ 378,581	\$ 374,351	\$ (4,230)

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

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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 September 30, 2018 compared to 2017, sales and marketing expenses increased \$17.2 million or 16%, primarily due to a \$16.1 million increase in direct marketing costs and a \$5.4 million increase in subscription commissions driven by an increase in subscribers as a result of Pandora Premium subscription growth. This was offset by a \$4.4 million decrease in employee-related costs driven by a decrease in average headcount primarily related to efficiency initiatives and the sale of Ticketfly.

For the nine months ended September 30, 2018 compared to 2017, sales and marketing expenses decreased \$4.2 million or 1%, primarily due to a \$26.7 million decrease in employee-related and facilities costs driven by efficiency initiatives and the sale of Ticketfly and a \$5.3 million decrease in client signing bonus and intangible asset amortization related to the sale of Ticketfly. This was offset by a \$21.9 million increase in subscription commissions driven by an increase in subscribers primarily as a result of Pandora Premium subscription growth and a \$2.9 million net increase in marketing expense related to the strategic shift from brand marketing to direct marketing.

General and administrative

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
General and administrative	\$ 48,171	\$ 47,273	\$ (898)	\$ 150,650	\$ 142,521	\$ (8,129)

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 September 30, 2018 compared to 2017, general and administrative expenses remained relatively flat, decreasing by \$0.9 million or 2%, primarily due to the prior year loss recognized on the sale of Ticketfly of \$9.4 million, offset by a \$9.2 million increase in transaction related costs to advisers for the planned acquisition by Sirius XM and the 2018 restructuring plan.

For the nine months ended September 30, 2018 compared to 2017, general and administrative expenses decreased \$8.1 million or 5%, primarily driven by a \$13.7 million decrease in employee-related costs as a result of efficiency initiatives and the absence of prior year executive severance costs and an \$8.7 million decrease in legal fees primarily related to the rate-setting proceedings under Section 115. Additionally, there were several non-recurring costs in 2017 such as the loss on the sale of Ticketfly of \$9.4 million and \$6.9 million of bad debt expense related to our former ticketing service. These were offset by non-recurring costs in 2018 such as \$17.0 million in transaction related costs to advisers for the planned acquisition by Sirius XM, the AdsWizz acquisition and the 2018 restructuring plan and a \$14.6 million loss on extinguishment of convertible debt.

Goodwill impairment

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Goodwill impairment	\$ —	\$ —	\$ —	\$ 131,997	\$ —	\$ (131,997)

For the nine months ended September 30, 2017, goodwill impairment was \$132.0 million and consisted primarily of \$131.7 million of impairment expense related to the write down of Ticketfly goodwill which was based on the fair value of Ticketfly's net assets as implied by the estimated purchase price of \$184.5 million, which includes an aggregate purchase price

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of \$200.0 million, less estimated purchase price adjustments of \$10.9 million for certain indemnification provisions and costs to sell of \$4.8 million.

Contract termination fee

	Three months ended September 30,			Nine months ended September 30,		
	2017	2018	\$ Change	2017	2018	\$ Change
	(in thousands)			(in thousands)		
Contract termination fee	\$ (423)	\$ —	\$ 423	\$ 23,044	\$ —	\$ (23,044)

For the three months ended September 30, 2017, contract termination benefit was \$0.4 million and consisted of a change in estimate of legal and professional fees related to the termination of the contractual commitment with KKR Classic Investors L.P. ("KKR"). In May 2017, we entered into an agreement to sell redeemable convertible preferred stock to KKR. In conjunction with the Series A, we terminated the contractual commitment to sell redeemable convertible preferred stock to KKR, which resulted in contract termination fees, including the related legal and professional fees.

For the nine months ended September 30, 2017, contract termination fees were \$23.0 million and consisted of fees related to the termination of the contractual commitment with KKR.

Interest expense

Interest expense in the three and nine months ended September 30, 2017 and 2018 consists primarily of interest expense on our 1.75% 2020 Notes, 1.75% 2023 Notes and 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 September 30, 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

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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 September 30, 2018, we had cash, cash equivalents and investments totaling \$387.6 million, which primarily consisted of cash and money market funds held at major financial institutions and investment-grade commercial paper and corporate debt securities.

Our principal uses of cash during the three and nine months ended September 30, 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.

In connection with the execution of the Merger Agreement with Sirius XM on September 23, 2018, we agreed to various customary covenants, including, among others, covenants related to (i) the conduct of our business during the interim period between the execution of the Merger Agreement and the closing of the transaction, (ii) the amendment and restatement of organizational documents, (iii) the acquisition, disposition and transfer of assets, (iv) the entry into material contracts and (v) the issuance, sale, pledge or encumbrance of capital stock. We do not believe the restrictions resulting from these covenants will prevent us from sufficiently funding our operations, including satisfying our obligations and meeting general working capital needs, over the next twelve months.

The Merger Agreement provides certain termination rights for Sirius XM and us. Upon termination of the Merger Agreement under specified circumstances, we may be required to pay Sirius XM a termination fee of \$105.0 million.

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. As of September 30, 2018 the credit facility had a maturity date of the earliest of December 29, 2022; 120 days prior to the 2020 Notes maturity date of December 1, 2020, provided that the 2020 Notes have not been converted into common stock prior to such date; or 120 days prior to the Series A redeemable convertible

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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 September 30, 2018, we had no outstanding borrowings, \$0.8 million in letters of credit outstanding and \$199.2 million of available borrowing capacity under the credit facility. We are in compliance with all financial covenants associated with the credit facility as of September 30, 2018. Refer to [Note 11 "Debt Instruments"](#) in the Notes to Consolidated Financial Statements for further details regarding our credit facility.

2020 Notes and 2023 Notes

On December 9, 2015, we completed an unregistered Rule 144A offering of \$345.0 million aggregate principal amount of our 1.75% 2020 Notes. The net proceeds from the sale of the 2020 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.

On May 24, 2018, we completed an exchange of \$192.9 million in aggregate principal of the 2020 Notes in separate transactions with the note holders. Pursuant to the exchange, the note holders received \$192.9 million in aggregate principal of the new 1.75% 2023 Notes. Refer to [Note 11 "Debt Instruments"](#) in the Notes to Condensed Consolidated Financial Statements for further details on our 2020 and 2023 Notes.

Redeemable Convertible Preferred Stock

In June 2017, we entered into an agreement with Sirius XM Radio Inc. ("Sirius XM Radio") 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 172,500 shares for \$172.5 million that occurred on June 9, 2017 upon signing the agreement with Sirius XM Radio, 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 nine months ended September 30, 2017 and 2018.

	Nine months ended September 30,	
	2017	2018
	(in thousands)	
Net cash used in operating activities	\$ (218,627)	\$ (59,101)
Net cash provided by (used in) investing activities	133,187	(152,281)
Net cash provided by (used in) financing activities	376,564	(1,602)

Operating activities

In the nine months ended September 30, 2018, net cash used in operating activities was \$59.1 million and primarily consisted of our net loss of \$287.4 million, which was partially offset by non-cash charges of \$161.4 million of which the most significant included \$82.8 million in stock-based compensation expense, \$44.2 million in depreciation and amortization expense, \$14.6 million in loss on the extinguishment of our convertible debt and \$15.4 million in amortization of debt discount. Net cash used in operating activities also included an increase in accounts receivable of \$20.2 million and was partially offset by an increase in accrued content acquisition costs of \$26.2 million, an increase in accounts payable, accrued and other liabilities of \$26.2 million, an increase in deferred revenue of \$14.9 million and a decrease in prepaid content acquisition costs

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of \$32.5 million. Net cash used in operating activities decreased by \$159.5 million from the nine months ended September 30, 2017, primarily due to a \$186.3 million decrease in our net loss largely due to a goodwill impairment charge of \$132.0 million, improvements in operating costs and an increase in positive working capital of \$126.5 million. This was offset by a charge for loss on extinguishment of convertible debt of \$14.6 million.

Investing activities

In the nine months ended September 30, 2018, net cash used in investing activities was \$152.3 million and included \$244.7 million in purchases of short-term investments, \$66.9 million in payments related to acquisition, net of cash acquired and \$15.2 million of capital expenditures for internal-use software, leasehold improvements and server equipment. These payments were offset by \$147.2 million in proceeds from maturities of investments and \$34.7 million in proceeds from the cancellation of the Convertible Promissory Note. Net cash used in investing activities increased by \$285.5 million from the nine months ended September 30, 2017, primarily due to the purchase of short-term investments of \$244.7 million and payments related to the acquisition of AdsWizz of \$66.9 million, offset by net proceeds from the cancellation of the Convertible Promissory Note of \$34.7 million and an increase in proceeds from maturities of investments of \$110.1 million.

Financing activities

In the nine months ended September 30, 2018, net cash used in financing activities was \$1.6 million and consisted of payment of issuance costs related to the convertible debt exchange of \$4.9 million and tax withholdings related to net share settlements of restricted stock units of \$1.7 million. These payments were offset by proceeds from the employee stock purchase plan of \$4.2 million. Net cash used in financing activities increased \$378.2 million from the nine months ended September 30, 2017 primarily due to a decrease in proceeds from issuance of redeemable convertible preferred stock of \$480.0 million, offset by a decrease in the repayment of debt arrangements of \$90.0 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 basis. 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 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.

Business Combinations, Goodwill and Intangible Assets, net

We allocate the fair value of purchase consideration to the tangible assets acquired, liabilities assumed, intangible assets acquired based on their estimated fair values. The excess of the fair value of purchase consideration over the fair values of these

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identifiable assets and liabilities is recorded as goodwill. Additionally, any contingent consideration is recorded at fair value on the acquisition date and classified as a liability. Such valuations require management to make significant estimates and assumptions, especially with respect to intangible assets and contingent consideration. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired users, acquired technology, and trade names from a market participant perspective, useful lives and discount rates. Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. During the measurement period, we may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.

We test goodwill and intangible assets with indefinite useful lives for impairment at least annually, or more frequently if events or changes in circumstances indicate that the assets may be impaired. We perform our annual goodwill and intangible asset impairment tests in the fourth quarter of each year.

Acquired finite-lived intangible assets are amortized over the estimated useful lives of the assets, which range from three to eleven years. Acquired finite-lived intangible assets consist primarily of patents, customer relationships, developed technology and trade names resulting from business combinations. We evaluate the recoverability of our intangible assets for potential impairment whenever events or circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying amounts to the future undiscounted cash flows the assets are expected to generate. If such review indicates that the carrying amount of intangible assets is not recoverable, the carrying amount of such assets is reduced to the fair value.

In addition to the recoverability assessment, we routinely review the remaining estimated useful lives of finite-lived intangible assets. If we reduce the estimated useful life assumption for any asset, the remaining unamortized balance would be amortized over the revised estimated useful life. We record the amortization of intangible assets to the financial statement line item in our consolidated statement of operations that the asset directly relates to. To the extent that purchased intangibles are used in revenue generating activities, we record the amortization of these intangible assets to cost of revenue.

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 September 30, 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 and in Part I, Item 1A of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2018. 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, other than as set forth below and as set forth in Part I, Item 1A of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.

The announcement and pendency of the Merger Agreement with Sirius XM could have an adverse effect on our business, financial condition or results of operations.

As described previously, on September 23, 2018, we entered in to an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Sirius XM Holdings Inc. ("Sirius XM"), a Delaware corporation, and White Oaks Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Sirius XM. Subject to the terms and conditions set forth in the Merger Agreement, the Company will be acquired by and become a wholly owned subsidiary of Sirius XM (the "Merger"). On the date the Merger is effected, all of our common stock issued and outstanding immediately prior to the effective date of the Merger will be converted into the right to receive validly issued, fully paid and non-assessable shares of Sirius XM common stock at an exchange ratio of 1.44. Uncertainty about the impact of the Merger on our employees, customers and other third parties may materially impact our business and operations in an adverse manner. Our employees may experience uncertainty about their roles leading up to and following the Merger, and there can be no assurance we will be able to successfully attract and retain key employees. Any loss of, or distraction to, our employees could have a material adverse effect on our business and operations. We have diverted, and will continue to divert, significant management resources towards the completion of the Merger, which could materially adversely affect our business, financial condition or results of operations. In addition, we have incurred, and will continue to incur, significant expenses for professional services and other transaction costs in connection with the Merger, and many of those expenses are payable by us regardless of whether or not the Merger is consummated.

Our customers and other third parties may experience uncertainty associated with the Merger. Some customers, vendors or other third parties of Pandora may change, delay or defer decisions with respect to existing or future business relationships which could negatively and materially impact our business, financial condition or results of operations.

Pursuant to the terms of the Merger Agreement, we are subject to certain covenants regarding the conduct of our business during the interim period between the execution of the Merger Agreement and the closing of the transaction, including covenants related to our ability to enter into material contracts and acquire or dispose of assets. These covenants may prevent us from taking actions with respect to our business that we may consider advantageous and result in our inability to respond effectively to competitive pressures or industry developments, among other things, which could thereby harm our business, financial condition or results of operations.

Completion of the Merger with Sirius XM is subject to a number of conditions beyond our control. If the Merger is not completed, our stock price may significantly decline, in particular to the extent our stock price reflects an assumption that the Merger will be completed. Failure to complete the Merger may also result in negative publicity and a negative impression of us in the business community. Any adverse effect on our business resulting from the announcement and pendency of the Merger could continue or accelerate in the event of a failure to complete the Merger. Accordingly, our business, financial condition or results of operations may be materially harmed as a result of any failure to complete the Merger.

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Item 6. Exhibits

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
2.01 *	Agreement and Plan of Merger and Reorganization dated as of September 23, 2018, by and among Sirius XM Holdings Inc., a Delaware corporation, White Oaks Acquisition Corp., a Delaware corporation, and Pandora Media, Inc., a Delaware corporation.	8-K	001-35198	2.1	9/24/2018	
3.01	Amended and Restated Certificate of Incorporation	S-1/A	333-172215	3.1	4/4/2011	
3.02	Certificate of Amendment to the Amended and Restated Certificate of Incorporation	10-Q	001-35198	3.02	7/26/2016	
3.03	Certificate of Amendment to the Amended and Restated Certificate of Incorporation	8-K	001-35198	3.01	5/24/2018	
3.04	Amended and Restated Bylaws	8-K	001-35198	3.02	5/24/2018	
3.05	Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock	8-K	001-35198	3.1	6/14/2017	
4.01	Indenture, dated as of June 1, 2018, between the Company and Citibank, N.A., as Trustee	8-K	001-35198	4.1	6/5/2018	
4.02	Form of 1.75% Convertible Senior Note due 2023 (included in Exhibit 4.1)	8-K	001-35198	4.2	6/5/2018	
10.01 †	Offer letter with Aimée Lopic, dated November 22, 2017					X
10.02	Amendment No. 2 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 September 21, 2018					X
31.01	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					X

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<u>31.02</u>	<u>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</u>	X
<u>32.01</u>	<u>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</u>	X
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

* 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.

necessary, customary and usual expenses incurred by you while traveling for, or on behalf of, the Company, and any and all other necessary, customary or usual expenses (including entertainment) incurred by you for or on behalf of the Company in the normal course of business, as determined to be appropriate by the Company. It is your responsibility to review and comply with the Company's business expense reimbursement policies.

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c. Performance Bonus. You will be eligible to participate in the Corporate Incentive Plan (CIP) with a target bonus of 50% of your base salary, beginning in calendar year 2018. The actual bonus amount paid will be determined in the sole and absolute discretion of the Company's Compensation Committee. Any bonus eligibility for future years will be subject to the terms and conditions of any bonus or incentive compensation plan that the Company adopts at a later time. Nothing hereunder shall be construed or interpreted as a guarantee for you to receive any bonuses or incentive compensation.

d. Retention Bonus. To the extent that you commence employment on the Start Date, you will be eligible to receive a one-time retention bonus in the gross amount of \$100,000 subject to applicable tax withholdings. \$50,000 of this bonus shall be paid no later than 30 days following your Start Date at the Company. The remaining \$50,000 shall be paid no later than 30 days following your 6 month anniversary date. This retention bonus is offered as an incentive for you to stay with the Company. Therefore, if you voluntarily terminate your employment with the Company without "Good Reason" (as defined below) within 12 months of your Start Date or if you are terminated by the Company for "Cause" (as defined below) within 12 months of your Start Date, you shall be required to pay back the Company the amount of the retention bonus you received from the Company (pro-rated based on the remaining number of months between your Start Date and your one-year anniversary). By accepting this offer, you expressly agree that the Company is authorized to deduct and offset repayment of this retention bonus against any sums which are then due to you from the Company at the time of your termination, to the extent permitted by applicable laws. Notwithstanding the foregoing, any then unpaid portion of your retention bonus shall be paid to you within thirty (30) days of the earliest of (i) a Change of Control (as defined in the Pandora Media, Inc. 2011 Equity Incentive Plan (the "Equity Plan")), (ii) the Company's termination of your employment without Cause or (iii) your resignation of employment with the Company for Good Reason, and in such event no portion of the retention bonus shall be subject to any repayment obligation by you.

For purposes of this Offer Letter, "Cause" shall mean (i) a willful failure or a refusal to comply in any material respect with the reasonable policies, standards or regulations of Company, provided that, the Company provides you with a fifteen (15) day cure period to remedy such failure or refusal; (ii) unprofessional, unethical or fraudulent conduct or conduct that materially discredits Company or is materially detrimental to the reputation, character or standing of Company; (iii) dishonest conduct or a deliberate attempt to do an injury to Company; (iv) your material breach of this Agreement or any breach of confidentiality or proprietary information agreements with the Company, including, without limitation, theft of Company's proprietary information; (v) an unlawful or criminal act which reflects badly, or would, if known, reflect badly on the Company in the reasonable judgment of the Compensation Committee of the Board of Directors; or (vi) repeated absence from work without an approved leave, resulting in a job abandonment.

For purposes of this Offer Letter, "Good Reason" shall mean your resignation from employment after the occurrence of one of the following events without your consent: (A) a reduction of your base salary which is not part of a broad cost-cutting effort; (B) the Company's failure to fully cure within thirty (30) days any material breach by the Company of this Agreement which you have notified the Company in writing; or (C) a relocation of your principal place of employment by more than fifty (50) miles; provided that in any event, you must notify the Company of the event



constituting Good Reason within 90 days and give the Company 30 days to cure (to the extent capable of cure), and then you resign within 30 days thereafter.

These definitions of "Cause" or "Good Reason" only apply to this Section 2(d) of this Offer Letter, and not to any other agreements between you and the Company.

3. Employee Benefits. You will be eligible to participate in any employee benefit plans or programs maintained, or established, by the Company including, but not limited to, paid time off, group health benefits, life insurance, dental plan, and other benefits made available generally to employees, subject to eligibility requirements and the applicable terms and conditions of the plan or program in question and the determination of any committee administering such plan or program. To the extent approved by the Board of Directors or its Compensation Committee from time to time, you will be eligible for any severance or change in control policy of the Company that is then applicable to similarly situated U.S. employees. You will be asked to sign an Indemnification Agreement with the Company and be subject to the terms and conditions thereof. You will be an "Eligible Officer" under the Company's Executive Severance and Change in Control Policy ("Severance Policy") and be subject to the terms and conditions thereof. A copy of the Severance Policy (which may be amended from time to time at the discretion of the Board of Directors, or its delegate) is attached for your reference.

4. Equity Grant. In connection with the commencement of your employment, the Company will recommend that the Board of Directors or its Compensation Committee grant you the following equity grants subject to the terms of the Company's equity plan:

a. **Restricted Stock Units (the "RSUs")** In connection with the commencement of your employment, the Company will grant you an equity award (the "Award") with an intended value of approximately \$2,500,000. Assuming you commence your employment on the Start Date, the value of the Award will be converted to a number of Restricted Stock Units ("RSUs") prior to the grant date, using a conversion method that takes the 30-day average stock price prior to your Start Date (with the day immediately prior to your Start Date being the 30th and final day in that average) to convert the value to a number of RSUs. Twenty-five percent (25%) of the RSUs granted as part of the Award will vest starting with the first standard quarterly Company vesting date that is approximately one year after the grant date and continuing quarterly for three years thereafter. Further, assuming you commence your employment on the Start Date, the vesting commencement date for the RSUs will be November 15, 2017, and the vesting date for the first 25% of the RSUs will be November 15, 2018.

b. **Performance-based Equity Award.** In addition to the RSUs specified above, you will also be eligible to receive, and the Company will recommend to the Compensation Committee that the Company grant you, a performance-based equity award with a maximum value of \$500,000 ("Performance Award") in Q1 2018. The terms of this Performance Award will be consistent with the terms of similar awards granted to similarly situated executive officers of the Company, as approved at the discretion of the Compensation Committee, provided that you remain actively employed as an executive of the Company through the date of the grant and you properly and timely execute any required grant agreements relating to the Performance Award.



c. Vesting of both the RSUs and Performance Award (described above) will, of course, depend on your continued employment with the Company on the applicable vesting dates. The share units will be subject to the terms of the Company's equity incentive plan and the Restricted Stock Unit Agreement and applicable Performance Award agreements between you and the Company. You understand that issuing the equity share units described in this Agreement is expressly contingent on approval by the Board of Directors or its Compensation Committee and receipt of fully executed Restricted Stock Unit Agreement and Performance Award agreement and any related documents as may be requested by the Company.

5. At-Will Employment. Your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time without notice and for any reason or no reason, without further obligation or liability. Further, your continued employment as well as your participation in any benefit programs does not assure you of continuing employment with the Company. The Company also reserves the right to modify or amend the terms of your employment, compensation and benefit plans at any time for any reason. This policy of at-will employment is the entire agreement as to the duration of your employment and may only be modified in an express written agreement signed by the Chief Executive Officer of the Company.

6. Pre-employment Conditions.

a. **Confidentiality Agreement.** Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed as **Attachment A** for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.

b. **Right to Work.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us no later than your Start Date, or our employment relationship with you may be terminated.

c. **Verification of Information.** This offer of employment is also contingent upon the successful verification of the information you provided to the Company during your application process, as well as a background check performed by the Company to confirm your suitability for employment. By accepting this offer of employment, you warrant that all information provided by you is true and correct to the best of your knowledge, and you expressly release all parties from any and all liability for damages that may result from obtaining, furnishing, collecting or verifying such information, as well as from the use of or disclosure of such information by the Company or its agents. You have a right to review copies of any public records obtained by the Company in conducting this verification process unless you check the box below.

/s/ AL I hereby waive my right to receive any public records as described above.

7. No Conflicting Obligations. You understand and agree that by accepting this offer of employment, you represent to the Company that performance of your duties to the Company and the terms of this Agreement and the Confidentiality Agreement will not breach any other agreement (written



or oral) to which you are a party (including without limitation, current or past employers) and that you have not, and will not during the term of your employment with the Company, enter into any oral or written agreement which may result in a conflict of interest or may otherwise be in conflict with any of the provisions of this Agreement, the Confidentiality Agreement or the Company's policies. You are not to bring with you to the Company, or use or disclose to any person associated with the Company, any confidential or proprietary information belonging to any former employer or other person or entity with respect to which you owe an obligation of confidentiality under any agreement or otherwise. The Company does not need and will not use such information. Also, we expect you to abide by any obligations to refrain from soliciting any person employed by or otherwise associated with any former employer and suggest that you refrain from having any contact with such persons until such time as any non-solicitation obligation expires. To the extent that you are bound by any such obligations, you must inform the Company immediately prior to accepting this Agreement.

8. General Obligations. As an employee, you will be expected to adhere to the Company's standards of professionalism, loyalty, integrity, honesty, reliability and respect for all. Please note that the Company is an equal opportunity employer. The Company does not permit, and will not tolerate, the unlawful discrimination or harassment of any employees, applicants, consultants, or related third parties on the basis of sex, gender, gender identity, gender expression, sex stereotype, transgender, race, color, religion or religious creed, age, national origin or ancestry, marital status, military or protected veteran status, immigration status, mental or physical disability or medical condition, genetic information, sexual orientation, pregnancy, childbirth or related medical condition, or any other status protected by applicable law. Any questions regarding this EEO statement should be directed to Human Resources.

9. Termination Obligations.

a. You agree that all property, including, without limitation, all equipment, proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your employment, belongs to the Company and shall be returned to the Company promptly upon any termination of your employment, or sooner if so requested by the Company.

b. Upon your termination of your employment with the Company for any reason, if applicable, you will resign in writing (or be deemed to have resigned) from all other offices and directorships then held with the Company or any affiliate of the Company, unless otherwise agreed with the Company.

c. Following the termination of your employment with the Company for any reason, you shall fully cooperate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also cooperate in the defense of any action brought by any third party against the Company. If necessary, the Company shall pay you for your time incurred to comply with this provision at a reasonable per diem or per hour rate as to be determined by the Company.

d. Following the termination of your employment with the Company for any reason, you agree that you will not at any time make any statements or comments (written or oral) to any third party or take any action disparaging the integrity or reputation of the Company or any of its subsidiaries,



employees, officers, directors, stockholders or affiliates. You also agree that you will not do or say anything that could disrupt the good morale of the employees of any of the companies listed above or harm their respective businesses or reputations of the companies and persons listed above.

10. Miscellaneous Terms.

a. Entire Agreement. This Agreement, together with its Attachment A (the Confidentiality Agreement), set forth the entire terms of your employment with the Company (other than the Equity Plan Documents) and supersede any prior representations or agreements, whether written or oral.

b. Governing Law. This Agreement will be governed by the laws of California, without regard to its conflict of laws provisions. This Agreement may not be modified or amended except by a written agreement, signed by the CEO (or his authorized representative) of the Company.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

d. Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, any provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph or clause of this Agreement shall be held to be indefinite or invalid, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

e. Waiver. Failure or delay of either party to insist upon compliance with any provision hereof will not operate as, and is not to be construed as, a waiver or amendment of such provision or the right of the aggrieved party to insist upon compliance with such provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of any provision of this Agreement will not operate and is not to be construed as a waiver of any subsequent breach, whether occurring under similar or dissimilar circumstances.

f. Attorneys' Fees. The Company will pay directly or reimburse you for reasonable legal fees and costs incurred in connection with negotiating and reviewing this Offer Letter and any related documents or matters, with the Company's reimbursement not to exceed five thousand (\$5,000).

We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this Agreement in the space provided below and return it to me, along with a signed and dated original copy of the Confidentiality Agreement, prior to the expiration date specified in the opening paragraph of this Agreement.



Very truly yours,

PANDORA MEDIA, INC.

By: /s/ Roger Lynch

Lynch

Executive Officer

Name: Roger

Title: Chief

ACCEPTED AND AGREED:

I have read this offer and agree to accept employment with Company under the terms set forth in this Agreement.

Aimée Lopic

/s/ Aimée Lopic
Signature

November 22, 2017
Date



Attachment A

Confidential Information, Invention Assignment, and Arbitration Agreement

2100 FRANKLIN ST • 7TH FLOOR • OAKLAND, CA 94612 | T 510.451.4100 | F 510.451.4286 | PANDORA.COM

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Section 3: EX-10.02 (EXHIBIT 10.02)

AMENDMENT NUMBER TWO TO CREDIT AGREEMENT

THIS AMENDMENT NUMBER TWO TO CREDIT AGREEMENT (this "Amendment"), dated as of September 21, 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" (together with Pandora, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Subsidiaries of Pandora identified on the signature pages hereof as "Guarantors" (each, a "Guarantor" and individually and collectively, jointly and severally, the "Guarantors"), the Lenders identified on the signature pages 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, Agent, and JPMorgan Chase Bank, N.A. ("JPM"), Morgan Stanley Senior Funding, Inc. ("MSSF"), and Wells Fargo, as joint lead arrangers and as joint bookrunners, 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 the Required 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, Section 1.1 of the Credit Agreement is hereby amended by amending and restating subclause (u) of the definition of "Permitted Indebtedness" in its entirety as follows:

(u) **Permitted Convertible Notes**; provided that (a) at the time of incurrence thereof and after giving effect thereto, (i) no Default or Event of Default shall have occurred and be continuing and (ii) Liquidity shall not be less than the greater of (x) 16.67% of the Maximum Revolver Amount and (y) \$10,000,000 and (b) Administrative Borrower shall have delivered to Agent a certificate of a financial officer of Administrative Borrower certifying that (i) all the requirements set forth in this clause (u) have been satisfied with respect to such incurrence of Permitted Convertible Notes, (ii) based on the information then available to Administrative Borrower, Administrative Borrower in good faith expects that Liquidity will not be less than the greater of (x) 16.67% of the Maximum Revolver Amount and (y) \$10,000,000 at any time during the six month period immediately following such incurrence,

together with a calculation in support of the satisfaction of the requirement referred to in clause (a)(ii) above, and any Refinancing Indebtedness in respect thereof, and (iii) that the consent of the holders of the Series A Preferred Stock of Administrative

Borrower (x) is not required in connection with the issuance of such Permitted Convertible Notes or (y) to the issuance of such Permitted Convertible Notes has been obtained and is in full force and effect (and, in the case of this clause (y), attaching a copy of such written consent); provided further that the aggregate principal amount of Indebtedness permitted by this clause (u) may not exceed \$600,000,000 less the aggregate principal amount of any outstanding 2020 Unsecured Convertible Notes at any time outstanding,

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, the Guarantors, and Lenders constituting the Required Lenders, and the same shall be in full force and effect.

(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) Borrowers shall pay to Agent and each Lender concurrently with the closing of the transactions contemplated by this Amendment, all fees, costs, expenses and taxes then payable pursuant to the Credit Agreement and Section 4 of this Amendment; provided that an invoice is provided to Borrowers not less than one Business Day prior to the closing of the transactions contemplated by this Amendment.

(e) 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 Loan Party 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 Loan Party, 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 Loan Party, and the decision of each Loan Party 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 Loan Party 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 Loan Party 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 Loan Party 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/ Naveen Chopra
Name: Naveen Chopra
Title: Chief Financial Officer

PANDORA MEDIA CALIFORNIA, LLC,
a California limited liability company

By: Pandora Media, Inc.
Its: Sole Member

By: /s/ Naveen Chopra
Name: Naveen Chopra
Title: Chief Financial Officer

Signature Page to Amendment Number Two to Credit Agreement

GUARANTOR:

ADSWIZZ, INC., a Delaware corporation

By: Pandora Media, Inc.
Its: Sole Shareholder

By: /s/ Naveen Chopra
Name: Naveen Chopra
Title: Chief Financial Officer

Signature Page to Amendment Number Two to Credit Agreement

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

By: /s/ David Klages
Name: David Klages
Its Authorized Signatory

Signature Page to Amendment Number Two to Credit Agreement

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Lender

By: /s/ Christopher Winthrop
Name: Christopher Winthrop
Title: Vice President

Signature Page to Amendment Number Two to Credit Agreement

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 Two to Credit Agreement

MUFG UNION BANK, N.A.,
as a Lender

By: /s/ Nadia Mitevska
Name: Nadia Mitevska
Title: Director

Signature Page to Amendment Number Two to Credit Agreement

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Section 4: EX-31.01 (EXHIBIT 31.01)

Exhibit 31.01

**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.

November 5, 2018

/s/ Roger Lynch

Name: Roger Lynch

Title: *Chief Executive Officer (Principal Executive Officer)*

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Section 5: EX-31.02 (EXHIBIT 31.02)

Exhibit 31.02

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.

November 5, 2018

/s/ Naveen Chopra

Name: Naveen Chopra

Title: *Chief Financial Officer (Principal Financial Officer)*

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Section 6: EX-32.01 (EXHIBIT 32.01)

Exhibit 32.01

**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 September 30, 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.

November 5, 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.

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