

EXHIBIT E

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
The Library of Congress

In re

Determination of Royalty Rates and Terms
for Transmission of Sound Recordings by
Satellite Radio and “Preexisting”
Subscription Services (SDARS III)

Docket No. 16–CRB–0001–SR/PSSR
(2018–2022)

**SOUNDEXCHANGE’S RESPONSES AND OBJECTIONS TO THE FIRST SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS TO SOUNDEXCHANGE, INC.
FROM SIRIUS XM, MUSIC CHOICE, AND MUZAK**

SoundExchange, Inc. by its attorneys, hereby responds and objects to the First Set of Requests for Production of Documents to SoundExchange, Inc. from Sirius XM, Music Choice, and Muzak (the “Requests”).

GENERAL OBJECTIONS

1. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they purport to impose upon SoundExchange requirements that exceed or are inconsistent with 17 U.S.C. § 803(b), 37 C.F.R. § 351.5, or any other applicable rule or order governing this proceeding, including applicable prior precedent.

2. SoundExchange objects to the Requests, including all Definitions and Instructions, as premature to the extent that they purport to impose a duty on SoundExchange to produce documents. While SoundExchange is willing to make certain voluntary disclosures of information before it submits its written direct case, Congress contemplated that discovery in CRB royalty rate proceedings would commence after submission of the Participants’ written

direct statements and according to a schedule issued after the Copyright Royalty Judges considered the views of Participants in the proceeding. 17 U.S.C. § 803(b)(6)(C)(i), (ii). The CRB regulations likewise contemplate that a discovery schedule will issue after the Participants submit written direct statements and after the Copyright Royalty Judges have conferred with the participants. 37 C.F.R. § 351.5(a). Any documents that SoundExchange agrees to produce prior to the submission of its written direct statement will be produced on a voluntary basis.

SoundExchange reserves its rights to challenge the CRB's authority to require discovery prior to the submission of written direct statements.

3. SoundExchange objects to the Requests, including all Definitions and Instructions, as premature because the parties have not yet submitted written direct statements. The Requests therefore seek documents that necessarily are not "directly related" to SoundExchange's written direct statement. *See* 17 U.S.C. § 803(b)(6)(C)(v), 37 C.F.R. § 351.5(b).

4. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they are ambiguous, duplicative, and/or vague.

5. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they are oppressive, harassing, overbroad, and/or unduly burdensome, and to the extent they would require SoundExchange to spend an unreasonable amount of time, effort, and resources in order to respond.

6. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they call for information that is already in the possession of the parties propounding these Requests or call for information that is publicly available and readily accessible. Such Requests

are overbroad, unduly burdensome, oppressive, and harassing, and would needlessly increase the cost of this proceeding.

7. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they seek information or documents protected from discovery under any statute, regulation, agreement, protective order or privilege, including, but not limited to, the attorney-client privilege and work-product immunity doctrine. Any inadvertent disclosure of such information shall not be deemed a waiver of the attorney-client privilege, the attorney work-product immunity doctrine, and any other applicable privilege or doctrine.

8. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent any Request contains factually inaccurate information or statements, is argumentative, is predicated on erroneous assumptions or states legal conclusions. A statement herein that SoundExchange will produce documents responsive to a Request does not indicate and should not be construed as meaning that SoundExchange agrees, admits, or otherwise acknowledges the characterization of fact or law or the factual expressions or assumptions contained in the Request, that the scope of the Request is consistent with the discovery permitted in this proceeding, or that the documents are relevant and admissible.

9. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they seek to impose obligations on any member of SoundExchange that is not a participant in this proceeding. Its members' documents are not in SoundExchange's possession, custody or control.

10. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they seek documents that are not in the possession, custody, or control of SoundExchange, including documents from other parties or members of SoundExchange.

11. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they seek documents from other proceedings. Such requests are overbroad, harassing, and unduly burdensome. SoundExchange further objects to such requests to the extent they violate or are inconsistent with any statute, rule, order, or other authority governing the other proceeding, including applicable protective orders and prior precedent.

12. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they seek “all documents” of a certain nature, as vague, ambiguous, overbroad, and unduly burdensome.

13. SoundExchange objects to the Requests, including all Definitions and Instructions, to the extent they seek documents that do not exist or are not maintained in the ordinary course of business. SoundExchange further objects to the Requests, including all Definitions and Instructions, to the extent they seek to require the creation of documents or the compilation of documents in a manner different from the manner in which they are maintained in the ordinary course of business.

14. By agreeing to search for and produce documents responsive to any particular Request, SoundExchange does not represent that such documents exist or that they are in the possession, custody or control of SoundExchange, or that all documents responsive to the Request fall within the permissible scope of discovery or will be produced.

15. SoundExchange reserves any and all objections to the use or admissibility in any proceeding of any information, material, documents, or communications identified, produced or disclosed in response to the Requests.

16. SoundExchange objects to the requested date of production as unduly burdensome, and providing insufficient time for SoundExchange to locate responsive documents. SoundExchange will produce documents as set forth below and after conducting a reasonable search.

17. The responses and objections contained herein are made to the best of SoundExchange's present knowledge, belief, and information, and are based on a reasonable, diligent, and ongoing search. SoundExchange reserves the right to amend or supplement its objections and responses based on, among other reasons, its continuing investigation of this matter, further review, or later acquisition of responsive information.

OBJECTIONS TO DEFINITIONS

1. SoundExchange objects to the definition of "Digital Music Service" in Definition No. 1 to the extent it purports to define the relevant universe of services as broadly as possible without limitation to issues that are relevant to this proceeding. To the extent the Requests purport to impose an obligation to produce documents related to the overbroad array of services described in the definition, SoundExchange objects to the definition as irrelevant, overbroad, unduly burdensome, oppressive, harassing, and not reasonably limited to the issues in this proceeding.

2. SoundExchange objects to the definition of "Document" and "documents" in Definition No. 2 to the extent it purports to impose obligations beyond the scope of the applicable statute and regulations governing discovery in this proceeding, including 17 U.S.C. § 803(b), 37 C.F.R.

§ 351.5, and any other applicable rule or order governing this proceeding, and to the extent it suggests that the Federal Rules of Civil Procedure govern discovery in this proceeding.

3. SoundExchange objects to the definition of “Record Company” in Definition No. 6 as overbroad, unduly burdensome, oppressive, harassing, and beyond the scope of permissible discovery in this proceeding, to the extent it seeks to impose obligations on any record company that is not a participant in this proceeding.

4. SoundExchange objects to the definition of “Sony” in Definition No. 8 as overbroad, unduly burdensome, oppressive, harassing, and beyond the scope of permissible discovery in this proceeding, to the extent it purports to impose an obligation to collect documents related to an unreasonably wide array of people and entities, including anyone acting on Sony’s behalf.

5. SoundExchange objects to the definition of “SoundExchange,” “you,” and “your” in Definition No. 9 as overbroad, unduly burdensome, oppressive, harassing, and beyond the scope of permissible discovery in this proceeding, to the extent it purports to impose an obligation to collect documents from an unreasonably wide array of people and entities, including board members, committee members and anyone acting on SoundExchange’s behalf. SoundExchange objects to the capitalized but undefined term “SoundExchange Witnesses” as vague and ambiguous; to the extent the term refers to witnesses who may submit written direct testimony on behalf of SoundExchange, SoundExchange objects to the extent that such witnesses have not yet been identified. SoundExchange also objects to the extent the Definition purports to impose an obligation on SoundExchange to produce documents from witnesses’ “employer companies,” as documents from other companies are not in SoundExchange’s possession, custody or control. SoundExchange objects to the term “affiliated companies” as vague and ambiguous. To the

extent that term seeks to impose an obligation to produce documents from the thousands of record companies to whom SoundExchange distributes royalty payments, it is overbroad, unduly burdensome, oppressive, harassing, and beyond the scope of permissible discovery in this proceeding.

6. SoundExchange objects to the definition of “WMG” in Definition No. 10 as overbroad, unduly burdensome, oppressive, harassing, and beyond the scope of permissible discovery in this proceeding, to the extent it purports to impose an obligation to collect documents related to an unreasonably wide array of people and entities, including anyone acting on WMG’s behalf.

7. SoundExchange objects to the definition of “UMG” in Definition No. 11 as overbroad, unduly burdensome, oppressive, harassing, and beyond the scope of permissible discovery in this proceeding, to the extent it purports to impose an obligation to collect documents related to an unreasonably wide array of people and entities, including anyone acting on UMG’s behalf.

OBJECTIONS TO INSTRUCTIONS

1. SoundExchange objects to the Instructions to the extent they seek to impose obligations that are inconsistent with or not supported by the governing statute or regulations.

2. SoundExchange objects to Instruction No. 1 to the extent it is inconsistent with the requirements imposed by statute, regulations and the Court’s “Notice of Participants, Commencement of Voluntary Negotiation Period, and Case Scheduling Order.”

3. SoundExchange objects to Instruction No. 2 as overbroad, unduly burdensome, harassing, oppressive, and beyond the scope of permissible discovery in this proceeding, to the extent it seeks to impose an obligation to collect documents from any record company that is not

a participant in this proceeding. SoundExchange also objects to the Instruction as overbroad, unduly burdensome, harassing, oppressive, and exceedingly vague to the extent that it seeks to impose an obligation to collect documents from an unreasonably wide array of people and entities, including “SoundExchange’s or any Record Company’s attorneys, agents, employees, representatives, or any other persons or entities directly or indirectly employed by or connected with SoundExchange or any Record Company.” There are thousands of people and entities who might fit this description and the request to produce documents in the possession of any of them is egregiously overbroad.

4. SoundExchange objects to Instruction No. 5’s request for a privilege log, which purports to impose upon SoundExchange requirements that exceed 17 U.S.C. § 803(b), 37 C.F.R. § 351.5, and any other applicable rule or order governing this proceeding. The governing statute and regulations do not provide for the exchange of privilege logs, and providing privilege logs would be extremely burdensome given the limited time for discovery in this proceeding.

SoundExchange will not produce a privilege log in connection with its production of documents.

5. SoundExchange objects to Instruction No. 7 to the extent it seeks to impose an obligation to interpret language that is ambiguous.

6. SoundExchange objects to Instruction No. 9 to the extent it seeks documents from time periods the Services themselves have deemed not reasonably related to the matters in this proceeding (i.e., time periods prior to January 1, 2013). Unless otherwise indicated in response to a specific Request, SoundExchange will produce documents for the time period January 1, 2013 through the present.

RESPONSES AND OBJECTIONS TO DOCUMENT REQUESTS

Subject to and without waiving the foregoing objections, SoundExchange sets forth below specific responses and objections to the Requests.

Document Request No. 1. All agreements executed or in effect between January 1, 2013 and the present between any Digital Music Service and any Record Company, including any amendments, extensions or renewals of such agreements. To the extent an agreement executed before January 1, 2013 was modified, extended, renewed, adapted, amended or otherwise altered after January 1, 2013, the original (pre-2013) agreement shall be produced in addition to the post-2013 modifications/extensions.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing, and not reasonably limited to the issues in this proceeding, to the extent it seeks “all” responsive documents. SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing and not reasonably limited to the issues and participants in this proceeding, to the extent it seeks agreements between “any Digital Music Service and any Record Company.” As set forth in SoundExchange’s Objections to Definitions above, “Digital Music Service” and “Record Company” are defined too broadly and are not reasonably limited to the issues and participants in this proceeding. SoundExchange further objects to this request to the extent it is duplicative of requests served on other participants in this proceeding, to the extent it seeks documents not in the possession, custody or control of SoundExchange, and to the extent it seeks documents from record companies that are not participants or that do not supply a witness for this proceeding.

To the extent this request seeks documents from record company participants, those companies will provide the documents to the extent set forth in their written responses. Without waiver of and subject to SoundExchange’s general and specific objections, and to the extent the documents have not been produced by another participant in this proceeding, SoundExchange will produce responsive documents that can be located after a reasonable and diligent search.

Document Request No. 2. All agreements executed or in effect between January 1, 2013, and the present between any PSS and any Record Company, including any amendments, extensions or renewals of such agreements. To the extent an agreement executed before January 1, 2013 was modified, extended, renewed, adapted, amended or otherwise altered after January 1, 2013, the original (pre-2013) agreement shall be produced in addition to the post-2013 modifications/extensions.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing, and not reasonably limited to the issues in this proceeding, to the extent it seeks “all” responsive documents. SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing and not reasonably limited to the participants in this proceeding, to the extent it seeks agreements with “any Record Company.” SoundExchange further objects to this request to the extent it is duplicative of requests served on other participants in this proceeding, to the extent it seeks documents not in the possession, custody or control of SoundExchange, and to the extent it seeks documents from record companies that are not participants or that do not supply a witness for this proceeding.

SoundExchange objects to this request from the PSS (Music Choice and Muzak) to produce their agreements with record companies, because such agreements are already in Music Choice and Muzak’s possession. It is harassing and unnecessary to ask SoundExchange to produce Music Choice’s and Muzak’s agreements back to them. At any rate, SoundExchange itself does not possess these documents; they are in the possession of the record companies. The record-company participants will provide the documents to the extent set forth in their written responses.

Document Request No. 3. All agreements executed or in effect between January 1, 2013, and the present in any other service category that SoundExchange intends to use as a benchmark in this proceeding, including any amendments, extensions or renewals of such agreements. To the extent an agreement executed before January 1, 2013 was modified, extended, renewed, adapted, amended or otherwise altered after January 1, 2013, the original (pre-2013) agreement shall be produced in addition to the post-2013 modifications/extensions.

RESPONSE: SoundExchange objects to the request for this information as premature. The participants have not yet submitted their written direct statements or identified the agreements that will form the basis of benchmarks in this proceeding. SoundExchange also objects to this request to the extent it is duplicative of requests served on other participants in this proceeding, to the extent it seeks documents not in the possession, custody or control of SoundExchange, and to the extent it seeks documents from record companies that are not participants or that do not supply a witness for this proceeding.

To the extent this request seeks documents from record company participants, those companies will provide the documents to the extent set forth in their written responses. Without waiver of and subject to SoundExchange's general and specific objections, to the extent agreements are used by SoundExchange as part of a benchmark in SoundExchange's written direct statement, and to the extent the documents have not already been produced by another participant in this proceeding, SoundExchange will produce responsive documents that can be located after a reasonable and diligent search.

Document Request No. 4. To the extent not encompassed in Requests 1-3 above, Exhibit 11 to Dennis Kooker's written rebuttal testimony in the Web IV Proceeding (and all agreements included therein), any subsequent modifications, extensions, and/or renewals of such agreements, and any new agreements with same counter-parties.

RESPONSE: SoundExchange objects to the request for Restricted materials from a prior proceeding, which are governed by a protective order in that proceeding. SoundExchange objects to the request to the extent it implies that a document produced in a prior proceeding is necessarily relevant to this proceeding. SoundExchange objects to the request to the extent it seeks documents not in the possession, custody or control of SoundExchange and to the extent it is duplicative of requests served on other participants in this proceeding. The record-company

participants will provide the documents to the extent set forth in their written responses.

SoundExchange does not agree to produce the requested documents.

Document Request No. 5. To the extent not encompassed in Requests 1-3 above, Exhibit 12 to Ron Wilcox's written rebuttal testimony in the Web IV proceeding (and all agreements included therein), any subsequent modifications, extensions, and/or renewals of such agreements, and any new agreements with same counter-parties.

RESPONSE: SoundExchange objects to the request for Restricted materials from a prior proceeding, which are governed by a protective order in that proceeding. SoundExchange objects to the request to the extent it implies that a document produced in a prior proceeding is necessarily relevant to this proceeding. SoundExchange objects to the request to the extent it seeks documents not in the possession, custody or control of SoundExchange and to the extent it is duplicative of requests served on other participants in this proceeding. The record-company participants will provide the documents to the extent set forth in their written responses.

SoundExchange does not agree to produce the requested documents.

Document Request No. 6. To the extent not encompassed in Requests 1-3 above, Exhibit 7 to Aaron Harrison's written rebuttal testimony in the Web IV proceeding (and all agreements included therein), any subsequent modifications, extensions, and/or renewals of such agreements, and any new agreements with same counter-parties.

RESPONSE: SoundExchange objects to the request for Restricted materials from a prior proceeding, which are governed by a protective order in that proceeding. SoundExchange objects to the request to the extent it implies that a document produced in a prior proceeding is necessarily relevant to this proceeding. SoundExchange objects to the request to the extent it seeks documents not in the possession, custody or control of SoundExchange and to the extent it is duplicative of requests served on other participants in this proceeding. The record-company participants will provide the documents to the extent set forth in their written responses.

SoundExchange does not agree to produce the requested documents.

Document Request No. 7. To the extent not encompassed in Requests 1-3 above, Exhibit 9 to Charlie Lexton's written rebuttal testimony in the Web IV proceeding (and all agreements included therein), any subsequent modifications, extensions, and/or renewals of such agreements, and any new agreements with same counter-parties.

RESPONSE: SoundExchange objects to this request for Restricted materials from a prior proceeding, which are governed by a protective order in that proceeding. SoundExchange objects to the request to the extent it implies that a document produced in a prior proceeding is necessarily relevant to this proceeding. SoundExchange objects to the request to the extent it seeks documents not in the possession, custody or control of SoundExchange. SoundExchange further objects to this request to the extent it seeks documents from a company that is not a participant in this proceeding. In the event that Merlin supplies a witness or documents for this proceeding, SoundExchange will consider a request for relevant documents. Unless and until that time, SoundExchange will not produce the requested documents.

Document Request No. 8. To the extent not encompassed in Requests 1-3 above, Exhibit 2 to Simon Wheeler's written rebuttal testimony in the Web IV proceeding (and all agreements included therein), any subsequent modifications, extensions, and/or renewals of such agreements, and any new agreements with same counter-parties.

RESPONSE: SoundExchange objects to this request for Restricted materials from a prior proceeding, which are governed by a protective order in that proceeding. SoundExchange objects to the request to the extent it implies that a document produced in a prior proceeding is necessarily relevant to this proceeding. SoundExchange objects to the request to the extent it seeks documents not in the possession, custody or control of SoundExchange. SoundExchange further objects to this request to the extent it seeks documents from a record company that is not a participant in this proceeding and to the extent it is duplicative of requests served on other participants in this proceeding. In the event that Beggars supplies a witness or documents for

this proceeding, SoundExchange will consider a request for relevant documents. Unless and until that time, SoundExchange will not produce the requested documents.

Document Request No. 9. For each agreement responsive to Requests 1-6 above, statements, payments, and/or play details sufficient to calculate effective rates for such services from January 1, 2013 to present.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing and not reasonably limited to the issues and participants in this proceeding, to the extent it relates to all agreements responsive to the prior requests. SoundExchange objects to this request as overbroad, unduly burdensome, oppressive and harassing to the extent it requests a large volume of very detailed information that may be extremely burdensome to collect, review and produce. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding.

SoundExchange also objects to the request for this information as premature. The participants have not yet submitted their written direct statements or identified the agreements that will form the basis of benchmarks in this proceeding. Information sufficient to calculate effective rates for certain agreements may be relevant once the parties have disclosed their benchmark agreements.

To the extent this request seeks documents from record company participants, those companies will provide the documents to the extent set forth in their written responses. Without waiver of and subject to SoundExchange's general and specific objections, to the extent that the agreements are used by SoundExchange as part of a benchmark in SoundExchange's written

direct statement, and to the extent the documents have not already been produced by another participant in this proceeding, SoundExchange will consider searching for and producing responsive documents for certain relevant agreements. Until that time, SoundExchange does not agree to produce documents responsive to this request, if it has any.

Document Request No. 10. For each agreement responsive to Requests 1-6 above, for each monthly, quarterly, or annual reporting period for the years 2013 to the present (as specified by the agreement), documents sufficient to show:

- a. total payments collected from the service;
- b. revenue reported by the service (including the calculation of revenue base, if available);
- c. advances paid during the reporting period;
- d. number of subscribers during the reporting period, including the number of users of various service tiers (e.g., users of free tiers versus paid tiers);
- e. number of streams/plays during the reporting period;
- f. number of downloads, ringtones, ringbacks and/or mastertones sold during the reporting period;
- g. reported advertising and other ancillary revenue;
- h. the service retail price (including all tiers);
- i. the Record Company's pro rata share for any aspect of the service reported; and
- j. any other data reported to the Record Company (other than logs of specific songs streamed or downloaded).

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing and not reasonably limited to the issues or participants in this proceeding, to the extent it relates to all agreements responsive to the prior requests. SoundExchange objects to this request as overbroad, unduly burdensome, oppressive and harassing to the extent it requests a large volume of very detailed information that may not be maintained in the ordinary course of business or that may be extremely burdensome to collect, review and produce.

SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding.

SoundExchange also objects to the request for this information as premature. The participants have not yet submitted their written direct statements or identified the agreements that will form the basis of benchmarks in this proceeding. Some of the information responsive to this request for certain agreements may be relevant once the parties have disclosed their benchmark agreements.

To the extent this request seeks documents from record company participants, those companies will provide the documents to the extent set forth in their written responses. Without waiver of and subject to SoundExchange's general and specific objections, to the extent that the agreements are used by SoundExchange as part of a benchmark in SoundExchange's written direct statement, and to the extent the documents have not already been produced by another participant in this proceeding, SoundExchange will consider searching for and producing responsive documents for certain relevant agreements. Until that time, SoundExchange does not agree to produce documents responsive to this request, if it has any.

Document Request No. 11. For each agreement responsive to Requests 1-6 above, for each monthly, quarterly, or annual reporting period for the years 2013 to present (as specified by each agreement), all royalty statements or statements of account provided to the Record Company.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing and not reasonably limited to the issues or participants in this proceeding, to the extent it relates to all agreements responsive to the prior requests. SoundExchange objects to this request as overbroad, unduly burdensome, oppressive and harassing to the extent it

requests a large volume of very detailed information that may be extremely burdensome to collect, review and produce. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding.

SoundExchange also objects to the request for this information as premature. The participants have not yet submitted their written direct statements or identified the agreements that will form the basis of benchmarks in this proceeding. Some of the information responsive to this request for certain agreements may be relevant once the parties have disclosed their benchmark agreements.

To the extent this request seeks documents from record company participants, those companies will provide the documents to the extent set forth in their written responses. Without waiver of and subject to SoundExchange's general and specific objections, to the extent that the agreements are used by SoundExchange as part of a benchmark in SoundExchange's written direct statement, and to the extent the documents have not already been produced by another participant in this proceeding, SoundExchange will consider searching for and producing responsive documents for certain relevant agreements. Until that time, SoundExchange does not agree to produce documents responsive to this request, if it has any.

Document Request No. 12. For any agreement that was entered into between a Record Company and any Digital Music Service offering interactive or non-interactive digital music streaming (audio or video), or any other transmission that does not result in the creation of a permanent digital download, or for any agreement in a category that SoundExchange intends to present as a benchmark in this proceeding, (a) all drafts of such agreements and correspondence concerning such drafts, and (b) all documents, whether internal to the Record Company or between the Record Company and service, concerning the value of the agreement or any of its provisions to either the buyer/licensee or seller/licensor.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing, and not reasonably limited to the issues or participants in this proceeding, to the extent it seeks documents related to “any agreement” responsive to the request.

SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing and not reasonably limited to the participants in this proceeding, to the extent it seeks documents related to agreements between “a Record Company” and the specified digital music services. As set forth in SoundExchange’s Objections to Definitions above, “Record Company” is defined too broadly and is not reasonably limited to the participants in this proceeding. SoundExchange further objects to this request to the extent it is duplicative of requests served on other participants in this proceeding, to the extent it seeks documents not in the possession, custody or control of SoundExchange, and to the extent it seeks documents from record companies that are not participants or that do not supply a witness for this proceeding.

SoundExchange also objects to this request because agreements speak for themselves and drafts are irrelevant to determining the rates and terms in the agreements themselves, absent ambiguity. SoundExchange also objects to this request as overbroad, unduly burdensome, oppressive, and harassing to the extent it seeks drafts and correspondence for a large number of agreements. Such information would be extremely time-consuming to collect, review and produce, and the burden would far outweigh any alleged benefit.

SoundExchange further objects to the request for valuation information as premature. The participants have not yet submitted their written direct statements or identified the agreements that will form the basis of benchmarks in this proceeding. Valuation information responsive to this request for certain agreements may be relevant once the parties have disclosed their benchmark agreements.

To the extent this request seeks documents from record company participants, those companies will provide the documents to the extent set forth in their written responses. Without waiver of and subject to SoundExchange's general and specific objections, to the extent the agreements are used by SoundExchange as part of a benchmark in SoundExchange's written direct statement, SoundExchange will consider searching for and producing responsive documents for certain relevant agreements. Until that time, SoundExchange does not agree to produce documents responsive to this request, if it has any.

Document Request No. 13. For any Digital Music Service offering interactive or non-interactive digital music streaming (audio or video), or any other transmission that does not result in the creation of a permanent digital download, or for services in any other category of service that SoundExchange intends to present as a benchmark in this proceeding, all analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning the market characteristics for each service, including without limitation documents discussing, analyzing, or evidencing:

- a. the consumer demand, price at every level a price is charged, demand or price elasticities, and other characteristics of the Service;
- b. consumer usage of the Service;
- c. whether the Service may serve as a substitute for other Digital Music Services, terrestrial radio, sales of physical copies of sound recordings (e.g., CDs), sales of digital downloads, or for any other distribution channels for sound recordings;
- d. whether the Service promotes or otherwise increases the sale, distribution, or other licensed uses of sound recordings; and
- e. comparisons of the Service with satellite radio or any other Digital Music Service.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, harassing and not reasonably limited to the issues in this proceeding.

SoundExchange objects to this request as overbroad, unduly burdensome, oppressive and harassing to the extent it requests a large volume of very detailed information that may not be

maintained in the ordinary course of business or that may be extremely burdensome to collect, review and produce.

SoundExchange also objects to the request for this information as premature. The parties have not yet submitted their written direct statements or identified the agreements that will form the basis of benchmarks in this proceeding. Some of the information responsive to this request for certain agreements may be relevant once the parties have disclosed their benchmark agreements.

Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 14. Each Record Company's annual financial statements, whether audited or unaudited, at every level of specificity at which they are created or maintained, including without limitation cost and revenue breakdowns, digital and physical revenue and costs, and digital revenues reported by Digital Music Service category (e.g., non-interactive and custom radio or webcasting services, interactive or on-demand services, video services). For 2016, all available quarterly results should be produced.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, and harassing to the extent it requests a large volume of very detailed information that may not be maintained in the ordinary course of business or that may be extremely burdensome to collect, review and produce. SoundExchange objects to the request for this information as premature given that the parties have not yet submitted their written direct statements and record company financials may not be relevant to SoundExchange's written direct statement. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it seeks documents from record companies that are not participants or that do not supply a witness for this proceeding.

At any rate SoundExchange itself does not possess these documents. The record-company participants will provide documents to the extent set forth in their written responses.

Document Request No. 15. Documents sufficient to show each Record Company's projected revenue, costs and expenses by category over the 2016-2022 licensing period.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, and harassing to the extent it requests projections by categories that may not be maintained in the ordinary course of business or that may be burdensome to collect, review and produce. SoundExchange objects to the request for this information as premature given that the parties have not yet submitted their written direct statements and record companies' projected financials may not be relevant to SoundExchange's written direct statement. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it seeks documents from record companies that are not participants or that do not supply a witness for this proceeding.

At any rate SoundExchange itself does not possess these documents. The record-company participants will provide documents to the extent set forth in their written responses.

Document Request No. 16. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning:

- a. the promotional value and/or substitutional effect of Sirius XM or any PSS on sales, subscriptions to other Digital Music Services, or other sources of revenue;
- b. any substitution between Digital Music Services (including Sirius XM or any PSS) and sales, subscriptions, and radio;
- c. the relative elasticities of demand across different Digital Music Services at both the licensing and consumer sales/use level;
- d. customer preferences related to lean-back or lean-forward experiences or services;

- e. listening of on-demand service users to non-on-demand service features and modes of listening (e.g., non-interactive listening features, playlists);
- f. any purported shift from music ownership to access; and
- g. listening of subscribers to Sirius XM or any PSS.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange also objects to the extent the request seeks information that may be difficult to locate. Without waiver of and subject to SoundExchange’s general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 17. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning the ability of any Digital Music Service to “steer” plays toward or away from particular Record Companies, or to steer listening more generally.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. Subject to and without waiver of SoundExchange’s general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 18. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning the relative value of the programming of music versus the music itself to consumers of any Digital Music Service.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange further objects to the comparison contemplated by this request as vague and ambiguous. Subject to and without waiver of SoundExchange’s general

and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 19. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents addressing and/or quantifying the degree to which plays on on-demand or interactive services (whether in general or particular) are from playlists programmed by the service, from playlists programmed by users of the service or other third-parties, or reflect songs chosen specifically by the user for on-demand listening.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange further objects to the comparison contemplated by this request because the request fails to make clear why such a comparison is relevant to this proceeding. Subject to and without waiver of SoundExchange’s general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 20. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning whether users of interactive services desire features that editorialize, curate, or recommend music, or that such users want to listen to service- programmed plays, including any data, communications or other information regarding the share of programmed plays on such services and (or as compared to) the share of user-selected plays on such services (including without limitation Spotify, Rdio, Rhapsody, Google Play All Access, Amazon Prime, and Slacker).

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange further objects to the comparison contemplated by this request because the request fails to make clear why such a comparison is relevant to this proceeding. Subject to and without waiver of SoundExchange’s general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 21. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other documents concerning:

- a. a digital distribution or licensing strategy;
- b. the role of promotion and/or substitution in the licensing strategy; and
- c. the existence or nonexistence of a substitutional or promotional effect by any Digital Music Service or terrestrial radio on other sources of revenue.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange further objects to the request for all documents concerning digital distribution or licensing strategy as vastly overbroad, vague and not reasonably limited to issues in this proceeding. There are potentially numerous documents concerning digital distribution or licensing strategy that have absolutely nothing to do with any of the issues in this proceeding. SoundExchange also objects to the extent the request seeks information that may be difficult to locate. Subject to and without waiver of SoundExchange’s general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 22. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other documents concerning any Record Company’s strategy for licensing Digital Music Services, or the effect on the Record Company’s revenues or business of its licenses with Digital Music Services.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for

this proceeding. SoundExchange also objects to the request for all documents concerning licensing strategy or the effect on record company revenues or business as vastly overbroad, vague and not reasonably limited to issues in this proceeding. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 23. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning the effect of YouTube or any other Interactive Streaming Service offering access to audiovisual recordings (e.g., VEVO, Vimeo) on each Record Company's actual or projected revenues or otherwise on its business.

RESPONSE: SoundExchange objects to the request for "all" responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request as vague and ambiguous. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 24. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning the effect of free or ad-supported Interactive Streaming Services offering access to audio recordings on each Record Company's actual or projected revenues or otherwise on its business.

RESPONSE: SoundExchange objects to the request for "all" responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request as vague and ambiguous.

SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 25. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning the effect of any PSS on each Record Company's actual or projected revenues or otherwise on its business.

RESPONSE: SoundExchange objects to the request for "all" responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request as vague and ambiguous. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 26. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other similar documents concerning the effect of any CABSAT on each Record Company's actual or projected revenues or otherwise on its business.

RESPONSE: SoundExchange objects to the request for "all" responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield

cumulative information. SoundExchange objects to the request as vague and ambiguous. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding.

SoundExchange also objects to the request for this information as premature. The participants have not yet submitted their written direct statements. Documents related to the effect of any CABSAT on each Record Company's actual or projected revenues or business may be relevant once the parties have submitted their written direct statements. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 27. All documents related to the potential entry of any Digital Music Service into the CABSAT market, including any documents relating to any Record Company's encouragement or facilitation of such market entry.

RESPONSE: SoundExchange objects to the request for "all" responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding.

SoundExchange also objects to the request for this information as premature. The participants have not yet submitted their written direct statements. Documents related to the

potential entry of digital music services into the CABSAT market may be relevant once the parties have submitted their written direct statements. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 28. All documents related to the effect of statutory rates on license fees that any Record Company is able to obtain in direct license negotiations with Digital Music Services.

RESPONSE: SoundExchange objects to the request for "all" responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request as vastly overbroad and not reasonably limited to the participants or issues in this proceeding. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding. SoundExchange objects to the request as vague and ambiguous. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 29. All documents concerning the effect of statutory streaming royalties on any Record Company's investment in developing sound recordings.

RESPONSE: SoundExchange objects to the request for "all" responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect

documents from record companies that are not participants or that do not supply a witness for this proceeding. Subject to and without waiver of SoundExchange's general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 30. Documents sufficient to evidence any Record Company's relative contribution, as defined in Section 801(b)(1)(c), with respect to cable radio, satellite radio, or otherwise to the offerings of Sirius XM, the PSS, or the CABSATs.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome and premature. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding. SoundExchange objects to the request as vague and ambiguous.

The participants have not yet submitted their written direct statements, and whether SoundExchange will submit witness testimony related to any record company's relative contributions under Section 801(b)(1)(c) is undetermined at this time. If SoundExchange does submit such testimony, then the Services can seek documents "directly related" to that testimony, to the extent SoundExchange has any such documents, after the testimony has been submitted. Until that time, SoundExchange does not agree to produce documents responsive to this request, if it has any.

Document Request No. 31. All documents submitted by the Record Companies, RIAA, or SoundExchange to the Federal Trade Commission or European Commission in connection with the Universal/EMI merger, and any other submissions made to those or other government agencies by the Record Companies, RIAA, or SoundExchange, since the Universal/EMI merger, involving investigations related to competition among the Record Companies or between the Record Companies and other music distributors.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information. SoundExchange objects to the request as vague and ambiguous. SoundExchange objects to the request to the extent it is duplicative of requests served on other parties, to the extent it requires that SoundExchange collect documents not in its possession, custody or control, and to the extent it imposes an obligation to collect documents from record companies that are not participants or that do not supply a witness for this proceeding. Subject to and without waiver of SoundExchange’s general and specific objections, SoundExchange has conducted a reasonable and diligent search and determined it does not possess any documents responsive to this request.

Document Request No. 32. Annual financial statements for SoundExchange for each year from 2013 to the present.

RESPONSE: Without waiver of and subject to SoundExchange’s general objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 33. Documents sufficient to show, for each year from 2013 to the present, SoundExchange’s annual revenue from each category of statutory licensee, including without limitations SDARS, PSS, CABSAT, new subscription services, and eligible nonsubscription services.

RESPONSE: Without waiver of and subject to SoundExchange’s general objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 34. Documents sufficient to show, for each year from 2013 to the present, SoundExchange’s costs and expenses detailed by category, including but not limited to:

- a. costs for the collection, distribution, and calculation of royalties;
- b. equipment and system costs;

- c. costs for the settlement of disputes relating to royalty collection and calculation;
- d. costs incurred in participating in negotiations and proceedings under sections 112 and 114 of the Copyright Act; and
- e. costs for the licensing and enforcement of rights regarding the making of ephemeral recordings and performances subject to licensing under sections 112 and 114 of the Copyright Act.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, and harassing to the extent it requests a large volume of detailed information that may be extremely burdensome to collect, review, and produce. SoundExchange objects to this request to the extent it seeks to require the creation of documents or the compilation of documents in a manner different from the manner in which they are maintained in the ordinary course of business. SoundExchange objects to this request to the extent it contains factually inaccurate information or statements, is argumentative, and/or is predicated on erroneous assumptions, including that SoundExchange maintains costs and expenses in the categories identified. SoundExchange's response should not be construed as meaning that SoundExchange agrees, admits, or otherwise acknowledges the factual expressions or assumptions contained in this request.

Without waiver of and subject to SoundExchange's general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 35. Documents sufficient to show, for each year from 2013 to the present, the royalty rates and terms for any sound recording licenses, fees or tariffs, paid or payable by any cable radio, CABSAT or satellite radio service in each country outside the United States.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, and harassing to the extent it requests a large volume of information that may not be

maintained in the ordinary course of business or that may be extremely burdensome to collect, review and produce. SoundExchange further objects to the request for this information as premature. The participants have not yet submitted their written direct statements or disclosed their benchmark agreements. Documents sufficient to show the royalty rates and terms for any sound recording licenses, fees, or tariffs, paid or payable by any cable radio, CABSAT, or satellite radio service in each country outside the United States may be relevant once the parties have disclosed their benchmark agreements.

Without waiver of and subject to SoundExchange's general and specific objections, to the extent that SoundExchange uses such documents as part of a benchmark in its written direct statement, SoundExchange will consider searching for and producing responsive documents for certain relevant agreements. Until that time, SoundExchange does not agree to produce documents responsive to this request, if it has any.

Document Request No. 36. Documents sufficient to show the amount of statutory license fees collected by SoundExchange in each year 2012-2016 that were not disbursed because the copyright holder, artist or other entitled party could not be located, and how much of such undisbursed fees have gone into SoundExchange's general fund after not being claimed for three years.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, and harassing to the extent it requests a large volume of detailed information that may be extremely burdensome to collect, review, and produce. SoundExchange objects to this request to the extent it seeks to require the creation of documents or the compilation of documents in a manner different from the manner in which they are maintained in the ordinary course of business. SoundExchange objects to this request to the extent it contains factually inaccurate information or statements, states legal conclusions, is argumentative, and/or is predicated on erroneous assumptions, including that royalties were "not disbursed because the

copyright holder, artist, or other entitled party could not be located” and that “such undisbursed funds have gone into SoundExchange’s general fund.” SoundExchange’s response should not be construed as meaning that SoundExchange agrees, admits, or otherwise acknowledges the factual expressions or assumptions contained in this request.

Without waiver of and subject to SoundExchange’s general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 37. Documents sufficient to identify:

- a. the number of audits conducted by SoundExchange in each year since 2013;
- b. the results of each audit (i.e., the amount of over- or under-payment determined for each audit);
- c. the amount ultimately paid by or credited/refunded to each audited service;
- d. the costs of each audit; and
- e. the party that paid the cost of the audit.

RESPONSE: SoundExchange objects to this request as overbroad, unduly burdensome, oppressive, and harassing to the extent it requests a large volume of detailed information that may be extremely burdensome to collect, review and produce and that relates to services that are not involved in this proceeding. SoundExchange also objects because this request seeks information that is irrelevant to this proceeding, and information that is protected by non-disclosure provisions. SoundExchange further objects to the request for this information as premature. The participants have not yet submitted their written direct statements. Documents sufficient to identify the information sought may be relevant once the parties have submitted their written direct statements.

Without waiver of and subject to SoundExchange's general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, related to audits of the SDARS and PSS that can be located after a reasonable and diligent search and that are not protected by non-disclosure agreements or other confidentiality provisions, but will not produce documents related to audits of other services.

Document Request No. 38. Documents sufficient to identify each line item included in SoundExchange's publicly reported administrative costs for 2013 to the present, including each item in the numerator and each item in the denominator of the fraction used to calculate SoundExchange's reported administrative cost percentage for each year.

RESPONSE: SoundExchange objects to the extent this request seeks detailed information that is burdensome to collect and that may not be maintained in the ordinary course of business.

Without waiver of and subject to SoundExchange's general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that can be located after a reasonable and diligent search.

Document Request No. 39. Minutes from all meetings of the SoundExchange board and any SoundExchange committees from 2013 to the present, concerning SDARS, PSS, CABSAT, Sirius XM, Music Choice and/or Muzak, as well as concerning the licensing of Digital Music Services and/or fees associated with or related to Digital Music Services.

RESPONSE: SoundExchange objects to the request to the extent it seeks information or documents protected from discovery under any privilege, including, but not limited to, the attorney-client privilege and work-product immunity doctrine. SoundExchange objects to the request as vastly overbroad and not reasonably limited to the issues in this proceeding.

SoundExchange objects to the request as vague and ambiguous. Without waiver of and subject to SoundExchange's general and specific objections, SoundExchange will search for and produce responsive, non-privileged documents, if any, that relate to this proceeding and can be located after a reasonable and diligent search.

Document Request No. 40. All communications among or between SoundExchange board members or employees, SoundExchange and its membership (including questions or communications of any kind from members to SoundExchange, and responses from SoundExchange), or between SoundExchange and any industry groups (e.g., AFM, A2IM, American Federation of Television and Radio Artists (AFTRA), The Future of Music Coalition, The Recording Academy, etc.) related to the Sirius XM direct license program, including without limitation emails, correspondence, draft press releases, final press releases, and any joint representation or common interest agreements. The time period for this Request is from inception of the Sirius XM direct license program to the present.

RESPONSE: SoundExchange objects to the request for “all” responsive communications as overbroad, unduly burdensome and oppressive. SoundExchange objects to the request as vague, ambiguous and potentially overbroad, unduly burdensome, and oppressive, to the extent it seeks communications for a time period beginning “from inception of the Sirius XM direct license program to the present.” SoundExchange also objects to the request for draft press releases as potentially overbroad and burdensome, and because the final releases speak for themselves. SoundExchange objects to the request to the extent it seeks information or documents protected from discovery under any privilege, including, but not limited to, the attorney-client privilege and work-product immunity doctrine.

SoundExchange also objects to the request for this information as premature. The participants have not yet submitted their written direct statements. Communications related to Sirius XM’s direct license program may be relevant once the parties have submitted their written direct statements. Without waiver of and subject to SoundExchange’s general and specific objections, to the extent that such information becomes relevant, SoundExchange will consider searching for and producing responsive documents. Until that time, SoundExchange does not agree to produce documents responsive to this request, if it has any.

Document Request No. 41. All public statements, remarks, testimony, speeches, including but not limited to Congressional testimony, declarations, affidavits, articles, tweets, or blog postings, made by or given by SoundExchange or any officer, employee, or representative of SoundExchange concerning this rate proceeding, statutory licenses, the recorded music industry,

sound recording royalties, copyright reform and/or legislation, record companies, and/or digital music services.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive, and to the extent such a request will yield cumulative information and information that is trivial. SoundExchange further objects to the request as overbroad, unduly burdensome and oppressive because it is vague and seeks irrelevant information not reasonably limited to the issues in this proceeding. There are potentially numerous documents concerning these broad subject matters that have absolutely nothing to do with any of the issues in this proceeding. SoundExchange will not produce documents in response to this request. If the Services propose a reasonable limitation on this request, SoundExchange will consider it.

Document Request No. 42. All documents provided to (or prepared in anticipation of providing them to) the Securities and Exchange Commission, Congress, the Copyright Office, the Department of Justice or any other governmental agency concerning this rate proceeding, the recorded music industry, sound recording royalties, copyright reform and/or legislation, record companies, and/or digital music services.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive. SoundExchange further objects to the request as overbroad, unduly burdensome and oppressive because it is vague and seeks irrelevant information not reasonably limited to the issues in this proceeding. There are potentially numerous documents concerning these broad subject matters that have absolutely nothing to do with any of the issues in this proceeding. SoundExchange will not produce documents in response to this request. If the Services propose a reasonable limitation on this request, SoundExchange will consider it.

Document Request No. 43. All documents produced by SoundExchange in the Web IV Proceeding.

RESPONSE: SoundExchange objects to the request as overbroad, unduly burdensome, and oppressive because it is not reasonably limited to issues in this proceeding and to the extent it requests a large volume of information that may be extremely burdensome to review and produce. Documents produced by SoundExchange in Web IV may have nothing to do with the issues in this proceeding.

SoundExchange also objects to the request for Restricted information to the extent the disclosure of such information is prohibited by the protective order entered in Web IV. SoundExchange further objects to the request to the extent it seeks documents not in the possession, custody or control of SoundExchange and to the extent it is duplicative of requests served on other participants in this proceeding. SoundExchange will not produce documents in response to this request. If the Services propose a reasonable limitation on this request, SoundExchange will consider it.

Document Request No. 44. All written and oral testimony and exhibits (in restricted/non-public form where applicable) submitted by any Record Company witness in a prior Copyright Royalty Board proceeding or ASCAP or BMI rate court proceeding.

RESPONSE: SoundExchange objects to the request for “all” responsive documents as overbroad, unduly burdensome and oppressive because it is not reasonably limited to the issues participants in this proceeding. Testimony and exhibits from prior CRB, ASCAP or BMI rate court proceedings may have nothing to do with the issues in this proceeding. SoundExchange also objects to the request for Restricted, confidential or non-public information to the extent the disclosure of such information is prohibited by protective orders entered in those other proceedings. SoundExchange will not produce documents in response to this request. If the Services propose a reasonable limitation on this request, SoundExchange will consider it.

Respectfully submitted,

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Counsel for SoundExchange, Inc.

Dated: July 18, 2016

CERTIFICATE OF SERVICE

I, Alex Trepp, do hereby certify that, on the 18th day of July, 2016, copies of the foregoing were sent via electronic mail to all parties at the email addresses listed below. Hard copies will follow by first class mail.

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Counsel for SiriusXM Radio, Inc.

Dated: July 18, 2016

/s/ Alex Trepp

Alex Trepp