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

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**FORM 10-Q**

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(Mark One):

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

For the quarterly period ended **June 30, 2014**

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: **001-35975**

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**Gogo Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
Incorporation or Organization)

**27-1650905**  
(I.R.S. Employer  
Identification No.)

**1250 North Arlington Heights Rd.**  
**Itasca, IL 60143**

(Address of principal executive offices)

**Telephone Number (630) 647-1400**

(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant has submitted electronically and posted on 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  Accelerated filer   
Non-accelerated filer  (Do not check if smaller reporting company) Smaller reporting company

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

As of August 4, 2014, 85,203,552 shares of \$0.0001 par value common stock were outstanding.

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**Gogo Inc.**

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## PART I. FINANCIAL INFORMATION

## ITEM 1. FINANCIAL STATEMENTS

**Gogo Inc. and Subsidiaries**  
**Unaudited Condensed Consolidated Balance Sheets**  
*(in thousands, except share and per share data)*

	June 30, 2014	December 31, 2013
<b>Assets</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 196,163	\$ 266,342
Accounts receivable, net of allowances of \$94 and \$162, respectively	31,775	25,690
Inventories	12,606	13,646
Prepaid expenses and other current assets	15,549	16,287
<b>Total current assets</b>	<u>256,093</u>	<u>321,965</u>
<b>Non-current assets:</b>		
Property and equipment, net	304,693	265,634
Intangible assets, net	76,637	72,848
Goodwill	620	620
Long-term restricted cash	7,899	5,418
Debt issuance costs	11,272	12,969
Other non-current assets	10,643	9,546
<b>Total non-current assets</b>	<u>411,764</u>	<u>367,035</u>
<b>Total assets</b>	<u>\$ 667,857</u>	<u>\$ 689,000</u>
<b>Liabilities and Stockholders' equity</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 21,382	\$ 22,251
Accrued liabilities	46,280	49,146
Accrued airline revenue share	10,630	9,958
Deferred revenue	13,702	11,718
Deferred airborne lease incentives	10,635	9,005
Current portion of long-term debt and capital leases	8,447	7,887
<b>Total current liabilities</b>	<u>111,076</u>	<u>109,965</u>
<b>Non-current liabilities:</b>		
Long-term debt	232,275	235,627
Deferred airborne lease incentives	61,544	53,012
Deferred tax liabilities	6,184	5,770
Other non-current liabilities	16,153	14,436
<b>Total non-current liabilities</b>	<u>316,156</u>	<u>308,845</u>
<b>Total liabilities</b>	<u>427,232</u>	<u>418,810</u>
<b>Stockholders' equity</b>		
Common stock, par value \$0.0001 per share; 500,000,000 shares authorized at June 30, 2014 and December 31, 2013; 85,372,607 and 84,976,457 shares issued at June 30, 2014 and December 31, 2013, respectively; and 85,194,942 and 84,976,392 shares outstanding at June 30, 2014 and December 31, 2013, respectively	9	8
Additional paid-in-capital	877,167	871,325
Accumulated other comprehensive loss	(305)	(425)
Accumulated deficit	(636,246)	(600,718)
<b>Total stockholders' equity</b>	<u>240,625</u>	<u>270,190</u>
<b>Total liabilities and stockholders' equity</b>	<u>\$ 667,857</u>	<u>\$ 689,000</u>

*See the Notes to Unaudited Condensed Consolidated Financial Statements*

**Gogo Inc. and Subsidiaries**  
**Unaudited Condensed Consolidated Statements of Operations**  
*(in thousands, except per share amounts)*

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
<b>Revenue:</b>				
Service revenue	\$ 79,165	\$ 62,000	\$151,456	\$ 116,935
Equipment revenue	20,364	17,437	43,767	33,256
<b>Total revenue</b>	<b>99,529</b>	<b>79,437</b>	<b>195,223</b>	<b>150,191</b>
<b>Operating expenses:</b>				
Cost of service revenue (exclusive of items shown below)	41,567	31,135	81,195	57,105
Cost of equipment revenue (exclusive of items shown below)	8,627	8,048	18,613	15,777
Engineering, design and development	15,789	12,333	29,888	24,618
Sales and marketing	9,687	7,060	17,729	13,690
General and administrative	19,855	16,214	37,427	30,809
Depreciation and amortization	14,882	13,709	30,569	27,554
<b>Total operating expenses</b>	<b>110,407</b>	<b>88,499</b>	<b>215,421</b>	<b>169,553</b>
<b>Operating loss</b>	<b>(10,878)</b>	<b>(9,062)</b>	<b>(20,198)</b>	<b>(19,362)</b>
<b>Other (income) expense:</b>				
Interest income	(9)	(14)	(24)	(33)
Interest expense	7,381	10,370	14,629	14,290
Fair value derivative adjustment	—	36,305	—	36,305
Other expense (income)	23	(1)	63	—
<b>Total other expense</b>	<b>7,395</b>	<b>46,660</b>	<b>14,668</b>	<b>50,562</b>
<b>Loss before incomes taxes</b>	<b>(18,273)</b>	<b>(55,722)</b>	<b>(34,866)</b>	<b>(69,924)</b>
Income tax provision	389	267	662	542
<b>Net loss</b>	<b>(18,662)</b>	<b>(55,989)</b>	<b>(35,528)</b>	<b>(70,466)</b>
Class A and Class B senior convertible preferred stock return	—	(13,994)	—	(29,277)
Accretion of preferred stock	—	(2,595)	—	(5,285)
<b>Net loss attributable to common stock</b>	<b><u>\$ (18,662)</u></b>	<b><u>\$ (72,578)</u></b>	<b><u>\$ (35,528)</u></b>	<b><u>\$ (105,028)</u></b>
<b>Net loss attributable to common stock per share—basic and diluted</b>	<b><u>\$ (0.22)</u></b>	<b><u>\$ (4.98)</u></b>	<b><u>\$ (0.42)</u></b>	<b><u>\$ (9.82)</u></b>
<b>Weighted average number of shares—basic and diluted</b>	<b><u>85,085</u></b>	<b><u>14,585</u></b>	<b><u>85,040</u></b>	<b><u>10,694</u></b>

*See the Notes to Unaudited Condensed Consolidated Financial Statements*

**Gogo Inc. and Subsidiaries**  
**Unaudited Condensed Consolidated Statements of Comprehensive Loss**  
*(in thousands)*

	<b>For the Three Months</b>		<b>For the Six Months</b>	
	<b>Ended June 30,</b>		<b>Ended June 30,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
<b>Net loss</b>	<b><u>\$(18,662)</u></b>	<b><u>\$(55,989)</u></b>	<b><u>\$(35,528)</u></b>	<b><u>\$(70,466)</u></b>
Currency translation adjustments, net of tax	<u>362</u>	<u>(133)</u>	<u>120</u>	<u>(222)</u>
<b>Comprehensive loss</b>	<b><u>\$(18,300)</u></b>	<b><u>\$(56,122)</u></b>	<b><u>\$(35,408)</u></b>	<b><u>\$(70,688)</u></b>

*See the Notes to Unaudited Condensed Consolidated Financial Statements*

**Gogo Inc. and Subsidiaries**  
**Unaudited Condensed Consolidated Statements of Cash Flows**  
*(in thousands)*

	For the Six Months Ended June 30,	
	2014	2013
<b>Operating activities:</b>		
Net loss	\$ (35,528)	\$ (70,466)
Adjustments to reconcile net loss to cash provided by (used in) operating activities:		
Depreciation and amortization	30,569	27,554
Fair value derivative adjustment	—	36,305
Loss on asset disposals/abandonments	486	49
Deferred income taxes	414	402
Stock compensation expense	3,818	1,783
Amortization of deferred financing costs	1,697	1,171
Changes in operating assets and liabilities:		
Accounts receivable	(6,085)	(791)
Inventories	1,040	(4,294)
Prepaid expenses and other current assets	(253)	(216)
Deposits on satellite services	—	(4,774)
Accounts payable	(2,624)	(801)
Accrued liabilities	(1,332)	318
Accrued airline revenue share	672	1,922
Deferred airborne lease incentives	8,527	6,795
Deferred revenue	1,142	1,914
Other non-current assets and liabilities	695	450
<b>Net cash provided by (used in) operating activities</b>	<b>3,238</b>	<b>(2,679)</b>
<b>Investing activities:</b>		
Proceeds from the sale of property and equipment	32	220
Purchases of property and equipment	(59,668)	(58,712)
Acquisition of intangible assets—capitalized software	(9,318)	(7,397)
Acquisition of Airfone, includes \$1.0 million in restricted cash at June 30, 2013	—	(9,344)
(Increase) decrease in restricted cash	(2,500)	273
<b>Net cash used in investing activities</b>	<b>(71,454)</b>	<b>(74,960)</b>
<b>Financing activities:</b>		
Proceeds from initial public offering, net of underwriter commissions	—	173,387
Proceeds from credit facility	—	113,000
Payment of debt, including capital leases	(4,052)	(2,750)
Payment of debt issuance costs	—	(6,975)
Stock option exercises	2,025	580
<b>Net cash provided by (used in) financing activities</b>	<b>(2,027)</b>	<b>277,242</b>
Effect of exchange rate changes on cash	64	(25)
<b>Increase (decrease) in cash and cash equivalents</b>	<b>(70,179)</b>	<b>199,578</b>
Cash and cash equivalents at beginning of period	266,342	112,576
<b>Cash and cash equivalents at end of period</b>	<b>\$196,163</b>	<b>\$312,154</b>
<b>Supplemental Cash Flow Information:</b>		
Cash paid for interest	\$ 13,649	\$ 10,531
Cash paid for taxes	311	217
<b>Noncash Investing and Financing Activities:</b>		
Purchases of property and equipment in current liabilities	\$ 16,719	\$ 20,190
Purchases of property and equipment paid by commercial airlines	1,635	3,490
Purchases of property and equipment under capital leases	2,127	70
Acquisition of intangible assets in current liabilities	2,290	919
Asset retirement obligation incurred	1,127	110
Class A and Class B senior convertible preferred stock return	—	29,277
Accretion of preferred stock	—	5,285
Equity financing costs included in current liabilities	—	3,137

*See the Notes to Unaudited Condensed Consolidated Financial Statements*

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements**

**1. Basis of Presentation**

**The Business** - Gogo Inc. (“we, us, our,” etc.) is a holding company, which through its operating subsidiaries is a provider of in-flight connectivity and wireless in-cabin digital entertainment solutions. We operate through the following three segments: Commercial Aviation North America or “CA-NA,” Commercial Aviation Rest of World or “CA-ROW” and Business Aviation or “BA”. Our CA-NA business provides “Gogo®” branded in-flight connectivity and wireless digital entertainment solutions to commercial airline passengers flying routes that generally begin and end within North America, which for this purpose includes the United States, Canada and Mexico. Our CA-ROW business, which was established to provide in-flight connectivity and wireless digital entertainment solutions to passengers flying on foreign-based commercial airlines and international flights of North American based commercial airlines, is in the start-up phase as we launched commercial international connectivity service in March 2014. The routes included in our CA-ROW segment are those that begin and/or end outside of North America (as defined above) for which our international service will be provided. Our BA business sells equipment for in-flight connectivity and telecommunications and provides in-flight internet connectivity and other voice and data communications services to the business aviation market. BA services include Gogo Biz, our in-flight broadband service that utilizes both our air-to-ground (“ATG”) network and our ATG spectrum, and satellite-based voice and data services through our strategic alliances with satellite companies.

**Basis of Presentation** - The accompanying unaudited condensed consolidated financial statements and notes have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and in conformity with Article 10 of Regulation S-X promulgated under the Securities Act of 1933, as amended. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements and should be read in conjunction with our annual audited consolidated financial statements and the notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2013 as filed with the Securities Exchange Commission (“SEC”) on March 14, 2014 (the “2013 10-K”). These unaudited condensed consolidated financial statements reflect, in the opinion of management, all material adjustments (which include only normally recurring adjustments) necessary to fairly state, in all material respects, our financial position, results of operations and cash flows for the periods presented.

The results of operations and cash flows for the three and six month periods ended June 30, 2014 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2014.

As described in Note 3, “Common Stock and Preferred Stock” in our 2013 10-K, prior to our Initial Public Offering (“IPO”) on June 21, 2013, we had three classes of preferred stock outstanding, all of which converted into an aggregate 66,235,473 shares of common stock upon the consummation of the IPO. The liquidation preference associated with our Class A Senior Convertible Preferred Stock provided for a minimum return upon a Deemed Liquidation Event, such as an IPO. The additional common shares issued in connection with such minimum return upon the consummation of the IPO are included in the number of common shares above into which the preferred stock converted. Subsequent to the conversion of the preferred stock into common stock, we did not incur any preferred stock return or accretion of preferred stock.

We priced the IPO of 11,000,000 shares of our common stock at \$17 per share. Our common stock began trading on the NASDAQ Global Select Market on June 21, 2013.

We have one class of common stock outstanding as of June 30, 2014 and December 31, 2013.

**Use of Estimates** - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, management evaluates the significant estimates and bases such estimates on historical experience and on various other assumptions believed to be reasonable under the circumstances. However, actual results could differ materially from those estimates.

**Reclassifications** - In order to conform to the current year presentation, certain amounts in our 2013 unaudited condensed consolidated statements of cash flows have been reclassified. Specifically, other non-current assets of \$341 and other non-current liabilities of \$196 for the six month period ended June 30, 2013 have been combined into other non-current assets and liabilities in our unaudited condensed consolidated statements of cash flows. Additionally, deferred rent of \$6 for the six month period ended June 30, 2013 has been combined into accrued liabilities, and non-current deferred rent of \$(87) for the six month period ended June 30, 2013 has been combined into other non-current assets and liabilities in our unaudited condensed consolidated statements of cash flows.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**2. Recent Accounting Pronouncements**

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-09, *Revenue From Contracts With Customers* (“ASU 2014-09”). This pronouncement outlines a single comprehensive model to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance. The core principle of ASU 2014-09 is that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. We will adopt this guidance as of January 1, 2017. We are currently evaluating the impact of the adoption of this guidance on our financial position, results of operations and cash flows.

**3. Net Loss Per Share**

Basic and diluted net loss per share have been calculated using the weighted-average number of common shares outstanding for the period. Prior to our IPO, the three classes of then outstanding preferred stock were all considered participating securities requiring the two-class method to calculate basic and diluted earnings per share. In periods of a net loss attributable to common stock, the three classes of preferred stock were excluded from the computation of basic earnings per share either due to the fact that they were not required to fund losses or because the redemption amount was not reduced as a result of losses.

As a result of the net loss for each of the three and six month periods ended June 30, 2014 and 2013, for the periods where such shares or securities were outstanding, all of the outstanding shares of common stock underlying stock options, AC Management LLC (“ACM”) Units, deferred stock units, restricted stock units and preferred stock were excluded from the computation of diluted shares outstanding because they were anti-dilutive.

The following table sets forth the computation of basic and diluted earnings per share for the three and six month periods ended June 30, 2014 and 2013; however, because of the undistributed losses the three classes of our pre-IPO preferred stock are excluded from the computation of basic earnings per share in 2013 as undistributed losses are not allocated to preferred shares (*in thousands, except per share amounts*):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
Net loss	\$(18,662)	\$(55,989)	\$(35,528)	\$ (70,466)
Less: Preferred stock return	—	13,994	—	29,277
Less: Accretion of preferred stock	—	2,595	—	5,285
Undistributed losses	\$(18,662)	\$(72,578)	\$(35,528)	\$(105,028)
Weighted-average common shares outstanding-basic and diluted	85,085	14,585	85,040	10,694
Net loss attributable to common stock per share-basic and diluted	\$ (0.22)	\$ (4.98)	\$ (0.42)	\$ (9.82)

**4. Inventories**

Inventories consist primarily of telecommunications systems and parts, and are recorded at the lower of cost (average cost) or market. We evaluate the need for write-downs associated with obsolete, slow-moving, and nonsalable inventory by reviewing net realizable inventory values on a periodic basis.

Inventories as of June 30, 2014 and December 31, 2013, all of which were included within the BA segment, were as follows (*in thousands*):

	June 30, 2014	December 31, 2013
Work-in-process component parts	\$ 7,391	\$ 10,146
Finished goods	5,215	3,500
	<u>\$12,606</u>	<u>\$ 13,646</u>



**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**5. Composition of Certain Balance Sheet Accounts**

Prepaid expenses and other current assets as of June 30, 2014 and December 31, 2013 were as follows (*in thousands*):

	June 30, 2014	December 31, 2013
Deposits and prepayments on satellite services	\$ 7,043	\$ 5,352
Airfone acquisition-related other current assets	—	2,847
Restricted cash	19	1,006
Other	8,487	7,082
<b>Total prepaid expenses and other current assets</b>	<b><u>\$15,549</u></b>	<b><u>\$ 16,287</u></b>

Property and equipment as of June 30, 2014 and December 31, 2013 were as follows (*in thousands*):

	June 30, 2014	December 31, 2013
Office equipment, furniture, and fixtures	\$ 22,783	\$ 19,695
Leasehold improvements	10,448	7,747
Airborne equipment	272,682	227,866
Network equipment	142,212	135,072
	448,125	390,380
Accumulated depreciation	(143,432)	(124,746)
<b>Property and equipment, net</b>	<b><u>\$ 304,693</u></b>	<b><u>\$ 265,634</u></b>

Other non-current assets as of June 30, 2014 and December 31, 2013 were as follows (*in thousands*):

	June 30, 2014	December 31, 2013
Canadian ATG license payments <sup>(1)</sup>	\$ 2,695	\$ 2,749
Deposits on satellite and other airborne equipment	6,790	5,629
Other	1,158	1,168
<b>Total other non-current assets</b>	<b><u>\$10,643</u></b>	<b><u>\$ 9,546</u></b>

<sup>(1)</sup> See Note 17, “Canadian ATG Spectrum License” for further information.

Accrued liabilities as of June 30, 2014 and December 31, 2013 consist of the following (*in thousands*):

	June 30, 2014	December 31, 2013
Employee benefits	\$13,535	\$ 17,320
Airborne equipment and installation costs	4,280	4,981
Airborne partner related accrued liabilities	7,187	1,817
Airfone acquisition related liabilities	60	4,791
Other	21,218	20,237
<b>Total accrued liabilities</b>	<b><u>\$46,280</u></b>	<b><u>\$ 49,146</u></b>

Other non-current liabilities as of June 30, 2014 and December 31, 2013 consist of the following (*in thousands*):

	June 30, 2014	December 31, 2013
Asset retirement obligations	\$ 5,676	\$ 4,382
Deferred rent	4,457	3,982
Capital leases	3,878	3,011
Deferred revenue	1,036	1,878
Other	1,106	1,183
<b>Total other non-current liabilities</b>	<b><u>\$16,153</u></b>	<b><u>\$ 14,436</u></b>

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**6. Intangible Assets**

Our intangible assets are comprised of both indefinite- and finite-lived intangible assets. Intangible assets with indefinite lives and goodwill are not amortized, but are reviewed for impairment at least annually or whenever events or circumstances indicate the carrying value of the asset may not be recoverable. We perform our annual impairment tests of our indefinite-lived intangible assets and goodwill during the fourth quarter of each fiscal year. We reevaluate the useful life of the indefinite-lived intangible assets each reporting period to determine whether events and circumstances continue to support an indefinite useful life. The results of our annual indefinite-lived intangible assets and goodwill impairment assessments in the fourth quarter of 2013 indicated no impairment.

As of June 30, 2014 and December 31, 2013, our goodwill balance, all of which related to our BA segment, was \$0.6 million.

Our intangible assets, other than goodwill, as of June 30, 2014 and December 31, 2013 were as follows (*in thousands, except for weighted average remaining useful life*):

	Weighted Average Remaining Useful Life (in years)	As of June 30, 2014			As of December 31, 2013		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
<b>Amortized intangible assets:</b>							
Software	3.1	\$ 65,555	\$ (30,565)	\$34,990	\$ 58,689	\$ (27,558)	\$31,131
Trademark/trade name	3.8	3,072	(2,907)	165	3,072	(2,885)	187
Aircell Axxess technology	0.6	4,129	(3,965)	164	4,129	(3,827)	302
OEM and dealer relationships	2.6	6,724	(4,986)	1,738	6,724	(4,650)	2,074
Service customer relationship	5.8	8,081	(2,239)	5,842	8,081	(1,710)	6,371
Other intangible assets	7.7	1,500	(45)	1,455	500	—	500
Total amortized intangible assets		89,061	(44,707)	44,354	81,195	(40,630)	40,565
<b>Unamortized intangible assets:</b>							
FCC Licenses		32,283	—	32,283	32,283	—	32,283
<b>Total intangible assets</b>		<b>\$121,344</b>	<b>\$ (44,707)</b>	<b>\$76,637</b>	<b>\$113,478</b>	<b>\$ (40,630)</b>	<b>\$72,848</b>

Amortization expense was \$2.9 million and \$5.5 million for the three and six month periods ended June 30, 2014, respectively, and \$2.6 million and \$4.9 million, respectively, for the comparable prior year periods.

Amortization expense for each of the next five years and thereafter is estimated to be as follows (*in thousands*):

Years ending December 31,	Amortization Expense
2014 (period from July 1 to December 31)	\$ 6,723
2015	\$ 12,499
2016	\$ 10,667
2017	\$ 5,655
2018	\$ 3,118
Thereafter	\$ 5,692

Actual future amortization expense could differ from the estimated amount as the result of future investments and other factors.

**7. Warranties**

Our BA segment provides warranties on parts and labor for our systems. Our warranty terms range from two to five years. Warranty reserves are established for costs that are estimated to be incurred after the sale, delivery, and installation of the products under warranty. The warranty reserves are determined based on known product failures, historical experience, and other available evidence, and are included in accrued liabilities in our unaudited condensed consolidated balance sheet. Our warranty reserve balance was \$0.9 million as of June 30, 2014 and December 31, 2013.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**8. Long-Term Debt and Other Liabilities**

**Senior Debt** – As of June 30, 2014 and December 31, 2013 we had \$237.7 million and \$240.8 million, respectively, outstanding under a five-year term loan that matures on June 21, 2017 (the “Amended Senior Term Facility”). The terms of the Amended Senior Term Facility are set forth in a Credit Agreement dated as of June 21, 2012, and amended on April 4, 2013, among Gogo Intermediate Holdings LLC, Aircell Business Aviation Services LLC, and Gogo LLC, as borrowers, the lenders named therein, and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent. See Note 9 “Long-Term Debt and Other Liabilities,” in our 2013 10-K for additional information on our Amended Senior Term Facility.

As of June 30, 2014, we were in compliance with the covenants, reporting and notice requirements of the Amended Senior Term Facility and no event of default had occurred, except for minor omissions of required notices and filings which were cured upon the signing of the Amended and Restated Senior Term Facility as defined below.

On July 30, 2014, the Borrowers entered into an Amendment and Restatement Agreement (the “Amendment”) to the Amended Senior Term Facility. We refer to the Amendment and the Amended Senior Term Facility collectively as the “Amended and Restated Senior Term Facility.”

Prior to the Amendment, under the Amended Senior Term Facility we borrowed an aggregate principal amount of \$248.0 million (the “Tranche B-1 Loans”), of which \$237.7 million was outstanding as of June 30, 2014. Pursuant to the Amendment, we borrowed an aggregate additional principal amount of \$75.0 million (the “Tranche B-2 Loans” and, together with the Tranche B-1 Loans, the “Loans”). We received net cash proceeds from the Tranche B-2 Loans of \$72.6 million following the payment of debt issuance fees of \$2.4 million. We are using the proceeds from the Tranche B-2 Loans for general corporate purposes.

In connection with the Amendment, the maturity date of the Amended and Restated Senior Term Facility was extended to March 21, 2018. Principal payments of \$1.7 million are due on the last day of each calendar quarter through December 31, 2017, with the remaining unpaid principal amount due and payable at maturity on March 21, 2018.

As of June 30, 2014, the interest rate on the Amended Senior Term Facility was 11.25% and all loans were outstanding as three month LIBOR loans. The interest rates applicable to the Tranche B-2 Loans are based on a fluctuating rate of interest measured by reference, at ABAS’ option, to either (i) a London inter-bank offered rate adjusted for statutory reserve requirements (“LIBOR”) (subject to a 1.00% floor) plus an applicable margin of 6.50% per annum, or (ii) an alternate base rate (“Base Rate”) (subject to a 2.00% floor) plus an applicable margin of 5.50% per annum. The interest rates applicable to the Tranche B-1 Loans under the Amended and Restated Senior Term Facility, which remain unchanged from the interest rates applicable under the Amended Senior Term Facility, are based on a fluctuating rate of interest measured by reference, at ABAS’ option, to either (i) LIBOR (subject to a 1.50% floor) plus an applicable margin of 9.75% per annum, or (ii) Base Rate (subject to a 2.50% floor) plus an applicable margin of 8.75% per annum. We will pay customary fees in respect of the Amended and Restated Senior Term Facility.

The Tranche B-2 Loans are secured by the same collateral and guaranteed by the same guarantors as the Tranche B-1 Loans. The call premiums, mandatory prepayments, covenants, events of default and other terms applicable to the Tranche B-2 Loans are also generally the same as the corresponding terms applicable to the Tranche B-1 Loans under the Amended and Restated Senior Term Facility.

We paid \$19.6 million of loan origination fees and financing costs related to the Amended Senior Term Facility, all but \$3.0 million of which have been accounted for as deferred financing costs. The \$3.0 million of fees that were not accounted for as deferred financing costs were fees incurred but not paid directly to the lenders in connection with the amendment in April 2013 and were expensed to interest expense. See Note 9, “Interest Costs,” for additional details. Total amortization expense of the deferred financing costs was \$0.9 million and \$1.7 million for the three and six month periods ended June 30, 2014, respectively, and \$0.8 million and \$1.2 million, respectively, for the comparable prior year periods. Amortization expense is included in interest expense in the unaudited condensed consolidated statements of operations. As of June 30, 2014 and December 31, 2013, the balance of unamortized deferred financing costs related to the Amended Senior Term Facility was \$11.3 million and \$13.0 million, respectively, which was included as a separate line in our consolidated balance sheets.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

After giving effect to the additional borrowings made in connection with the Amendment, the mandatory principal payments under the Amended and Restated Senior Term Facility for each of the next five years and thereafter are as follows (*in thousands*):

Years ending December 31,	Credit Facility
2014 (period from July 1 to December 31)	\$ 3,475
2015	\$ 6,950
2016	\$ 6,950
2017	\$ 6,950
2018	\$288,394
Thereafter	\$ —

**Alaska Financing** - On November 2, 2010, we entered into a \$4.1 million standby credit facility agreement (the “Alaska Facility”) with Alaska Airlines, Inc. (“Alaska Airlines”) to finance the construction of ATG network sites in Alaska. The Alaska Facility has a six-year term and an interest rate of 10% per annum, compounded and payable quarterly. As of June 30, 2014 and December 31, 2013, we had \$1.3 million and \$1.5 million, respectively, outstanding under the Alaska Facility. No further draws can be made under the Alaska Facility and principal amounts outstanding are payable in quarterly installments until its maturity on November 12, 2016, or can be prepaid at any time without premium or penalty at our option. The Alaska Facility is secured by a first-priority interest in our cell tower leases and other personal property located at the cell sites in Alaska.

Pursuant to our equipment and revenue agreement with Alaska Airlines, the share of service revenue (“revenue share”) we pay Alaska Airlines increases as long as any amounts are outstanding under the Alaska Facility. Alaska Airlines revenue share increases by 300 basis points for service revenue generated on flights that use the ATG network in Alaska, until the principal and all accrued interest is paid in full. This incremental revenue share was less than \$0.1 million for the three and six month periods ended June 30, 2014 and 2013 and is included in our unaudited condensed consolidated statements of operations as part of our interest expense.

Principal payments under the Alaska Facility in each of the next five years and thereafter are as follows (*in thousands*):

Years ending December 31,	Alaska Facility
2014 (period from July 1 to December 31)	\$ 252
2015	\$ 504
2016	\$ 504
Thereafter	\$ —

**Letters of Credit** - We maintain several letters of credit totaling \$7.9 million and \$5.4 million as of June 30, 2014 and December 31, 2013, respectively. Certain of the letters of credit require us to maintain restricted cash accounts in a similar amount, and are issued for the benefit of the landlords at our current office locations in Itasca, Illinois; Bensenville, Illinois; Broomfield, Colorado; our future office location in Chicago, Illinois; and our future location in Broomfield, Colorado.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**9. Interest Costs**

We capitalize a portion of our interest on funds borrowed during the active construction period of major capital projects. Capitalized interest is added to the cost of the underlying asset and amortized over the useful lives of the assets.

The following is a summary of our interest costs for the three and six month periods ended June 30, 2014 and 2013 (*in thousands*):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
Interest expense	\$ 6,520	\$ 6,603	\$12,932	\$10,137
Amortization of deferred financing costs	861	785	1,697	1,171
Non lender fees <sup>(1)</sup>	—	2,982	—	2,982
Interest costs charged to expense	\$ 7,381	\$ 10,370	\$14,629	\$14,290
Interest costs capitalized to property and equipment	181	210	404	402
Interest costs capitalized to software	297	128	623	209
<b>Total interest costs</b>	<b>\$ 7,859</b>	<b>\$ 10,708</b>	<b>\$15,656</b>	<b>\$14,901</b>

(1) Primarily consists of fees paid to legal counsel and underwriters in connection with the Amended Senior Term Facility.

**10. Leases**

**Arrangements with Commercial Airlines** — Pursuant to contractual agreements with our airline partners, we place our equipment on commercial aircraft operated by the airlines for the purpose of delivering the Gogo® service to passengers on the aircraft. We are generally responsible for the costs of installing and deinstalling the equipment. Under one type of connectivity agreement we maintain legal title to our equipment; however, under a second type of connectivity agreement some of our airline partners make an upfront payment and take legal title to such equipment. The majority of the equipment transactions where legal title transfers are not deemed to be sales transactions for accounting purposes because the risks and rewards of ownership are not fully transferred due to our continuing involvement with the equipment, the length of the term of our agreements with the airlines and restrictions in the agreements regarding the airlines' use of the equipment. We account for these equipment transactions as operating leases of space for our equipment on the aircraft. The assets are recorded as airborne equipment on our unaudited condensed consolidated balance sheets, as noted in Note 5, "Composition of Certain Balance Sheet Accounts." Any upfront equipment payments are accounted for as lease incentives and recorded as deferred airborne lease incentives on our unaudited condensed consolidated balance sheets and are recognized as a reduction of the cost of service revenue on a straight-line basis over the term of the agreement with the airline. We recognized \$3.1 million and \$5.7 million for the three and six month periods ended June 30, 2014, respectively, and \$1.8 million and \$3.3 million for the comparable prior year periods, respectively, as a reduction to our cost of service revenue in our unaudited condensed consolidated statements of operations. As of June 30, 2014, deferred airborne lease incentives of \$10.6 million and \$61.5 million are included in current and non-current liabilities, respectively, in our unaudited condensed consolidated balance sheet. As of December 31, 2013, deferred airborne lease incentives of \$9.0 million and \$53.0 million are included in current and non-current liabilities, respectively, in our condensed consolidated balance sheet.

The revenue share paid to the airlines represents an operating lease payment and is deemed to be contingent rental payments, as the payments due to each airline are based on a percentage of our CA-NA and CA-ROW service revenue generated from that airline's passengers, which is unknown until realized. As such, we cannot estimate the lease payments due to an airline at the commencement of our contract with such airline. Rental expense related to the arrangements with commercial airlines included in cost of service revenue is primarily comprised of these revenue share payments offset by the amortization of the deferred airborne lease incentives discussed above. Such rental expenses totaled a net charge of \$9.9 million and \$19.8 million for the three and six month periods ended June 30, 2014, respectively, and \$8.3 million and \$15.4 million, respectively, for the comparable prior year periods.

One contract with one of our airline partners requires us to provide our airline partner with a cash rebate of \$1.8 million in June 2014 and, if our service is available on a specified number of aircraft in such airline partner's fleet on the preceding December 31, in June of each year from 2015 through 2023. The annual cash rebate payment as of June 30, 2014 has yet to be made.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**Leases and Cell Site Contracts** — We have lease agreements relating to certain facilities and equipment, which are considered operating leases. Rent expense for such operating leases was \$2.3 million and \$4.0 million for the three and six month periods ended June 30, 2014, respectively, and \$1.5 million and \$2.8 million, respectively, for the comparable prior year periods. Additionally, we have operating leases with wireless service providers for tower space and base station capacity on a volume usage basis (“cell site leases”), some of which provide for minimum annual payments. Our cell site leases generally provide for an initial noncancelable term of up to five years with up to four five-year renewal options. Total cell site rental expense was \$2.1 million and \$4.3 million for the three and six month periods ended June 30, 2014, respectively, and \$1.9 million and \$3.6 million, respectively, for the comparable prior year periods.

Annual future minimum obligations for operating leases for each of the next five years and thereafter, other than the arrangements we have with our commercial airline partners, as of June 30, 2014, are as follows (*in thousands*):

Years ending December 31,	Operating Leases
2014 (period from July 1 to December 31)	\$ 8,312
2015	\$ 19,021
2016	\$ 21,369
2017	\$ 19,030
2018	\$ 16,206
Thereafter	\$127,809

**Equipment Leases** – We lease certain computer and network equipment under capital leases, for which interest has been imputed with annual interest rates that range from 5.9% to 13.4%. As of June 30, 2014 the computer equipment leases were classified as part of office equipment, furniture, and fixtures in our unaudited condensed consolidated balance sheet at a gross cost of \$1.4 million. As of June 30, 2014 the network equipment leases were classified as part of network equipment in our unaudited condensed consolidated balance sheet at a gross cost of \$5.3 million.

Annual future minimum obligations under capital leases for each of the next five years and thereafter, as of June 30, 2014, are as follows (*in thousands*):

Years ending December 31,	Amortization Expense
2014 (period from July 1 to December 31)	\$ 1,078
2015	2,128
2016	1,895
2017	1,366
2018	148
Thereafter	—
Total minimum lease payments	6,615
Less: Amount representing interest	(994)
Present value of net minimum lease payments	<u>\$ 5,621</u>

The \$5.6 million present value of net minimum lease payments as of June 30, 2014 has a current portion of \$1.7 million included in current portion of long-term debt and capital leases and a non-current portion of \$3.9 million included in other non-current liabilities.

**11. Commitments and Contingencies**

**Contractual Commitments** - We have agreements with airborne equipment vendors under which we have remaining commitments to purchase \$7.8 million in satellite based systems and development services as of June 30, 2014. Such commitments will become payable as we receive the equipment and are provided the development services.

We have agreements with vendors to provide us with transponder and teleport satellite services. These agreements vary in length and amount and commit us to purchase transponder and teleport satellite services totaling approximately \$15.2 million in 2014 (July through December), \$32.9 million in 2015, \$33.1 million in 2016, \$31.7 million in 2017, \$15.2 million in 2018 and an amount less than \$0.1 million in 2019.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**Damages and Penalties** - Certain of our agreements with our airline partners may require us to incur additional obligations as a result of the occurrence of specified events, some of which may be out of our control. One contract covering the international fleet of one of our airline partners requires us to provide a credit or refund of up to \$25 million to our airline partner if a competing airline installs satellite connectivity systems on a certain number of aircraft in its international fleet more quickly than we install our system on the same number of aircraft in our airline partner's international fleet. The refund or credit will be eliminated in its entirety if we complete full installation of our airline partner's international fleet by January 1, 2015, which date may be extended by up to six months as a result of certain excusable delays, and has been and will continue to be reduced proportionately from the maximum amount for every installation that we complete before the competitor achieves the target. The amount of any such refund or credit depends on a number of facts and circumstances, such as the pace at which we install satellite systems on aircraft delivered to us by our airline partner, as well as some that are not under our control, including, but not limited to, the number of installable aircraft made available to us from our airline partner's international fleet, our competitor's ability to install an equal or greater quantity of satellite systems on such competing airline's international fleet and any current or future regulatory delays to the extent they are not excusable delays. Any refund or credit may only be applied toward the purchase of equipment or for a refund of amounts paid by the airline for previously purchased equipment. This contract also obligates us to pay our airline partner one-time liquidated damages in the range of \$1 million to \$5 million if we fail to obtain certain regulatory approvals related to the provision of satellite-based services by specified deadlines. One contract with another of our airline partners obligates us to pay our airline partner up to \$6 million in penalties and installation and other costs if we fail to receive certain regulatory approvals or fail to begin the installation of equipment related to the provision of satellite-based service by specified deadlines.

We have entered into a number of agreements with our airline partners that require us to provide a credit or pay liquidated damages to our airline partners on a per aircraft, per day or per hour basis if we are unable to install our equipment on aircraft by specified timelines. The maximum amount of future credits or payments we could be required to make under these agreements is uncertain because the amount of future credits or payments is based on certain variable inputs, including the number of aircraft that are not installed on schedule, the length of time by which the installation is delayed, and the unit of time by which the delay is measured.

**Indemnifications and Guarantees** - In accordance with Delaware law, we indemnify our officers and directors for certain events or occurrences while the officer or director is, or was, serving at our request in such capacity. The maximum potential amount of future payments we could be required to make under this indemnification is uncertain and may be unlimited, depending upon circumstances. However, our Directors' and Officers' insurance does provide coverage for certain of these losses.

In the ordinary course of business we may occasionally enter into agreements pursuant to which we may be obligated to pay for the failure of performance of others, such as the use of corporate credit cards issued to employees. Based on historical experience, we believe that the risk of sustaining any material loss related to such guarantees is remote.

We have entered into a number of agreements, including our agreements with commercial airlines, pursuant to which we indemnify the other party for losses and expenses suffered or incurred in connection with any patent, copyright, or trademark infringement or misappropriation claim asserted by a third party with respect to our equipment or services. The maximum potential amount of future payments we could be required to make under these indemnification agreements is uncertain and is typically not limited by the terms of the agreements.

**Carucel Investments, LP Litigation** - On February 13, 2014, Carucel Investments, LP filed suit against us in the United States District Court for the Southern District of Florida alleging infringement of several patents in the field of mobile communication systems and seeking unspecified damages and injunctive relief. On July 28, 2014, the plaintiff filed an amended complaint naming Delta Air Lines, American Airlines and several Business Aviation dealers as additional defendants and adding an additional patent to the list of patents we and other defendants are allegedly infringing. We are obligated under our contracts to indemnify our co-defendants for defense costs and any damages arising from the suit. We have not accrued any liability related to this matter because, due to the early stage of the litigation, the strength of our defenses and a range of possible loss, if any, cannot be determined. Based on currently available information, we believe we have strong defenses and intend to defend this lawsuit vigorously, but the outcome of this matter is inherently uncertain and may have a material adverse effect on our financial position, results of operations and cash flows.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**Berkson Litigation** - On February 25, 2014, Adam Berkson filed suit against us in the United States District Court for the Eastern District of New York, on behalf of putative classes of national purchasers and a subclass of New York purchasers of our connectivity service, alleging claims that we violated New York and other consumer protection laws, as well as an implied covenant of good faith and fair dealing, by misleading consumers about recurring charges for our service. The suit seeks unspecified damages. We have not accrued any liability related to this matter because, due to the early stage of the litigation, the strength of our defenses and a range of possible loss, if any, cannot be determined. Based on currently available information, we believe we have strong defenses and intend to defend this lawsuit vigorously, but the outcome of this matter is inherently uncertain and may have a material adverse effect on our financial position, results of operations and cash flows.

**Airfone Acquisition** - As disclosed in Note 7 "Airfone Acquisition" in our 2013 10-K, in connection with the Airfone Acquisition, we determined that Airfone failed to remit to the Universal Services Administration Company ("USAC") certain FCC-mandated Federal Universal Service Fund ("FUSF") fees. We therefore have caused Airfone to correct its past filings and to remit to USAC approximately \$1.4 million in FUSF and related fees covering the period from January 1, 2008 through April 10, 2013. We also determined that Airfone billed its customers for FUSF fees in amounts that exceed the total amount remitted or owed to USAC. Due to the difference between the total amounts collected and the amounts that have been or will be remitted to USAC, Airfone also owed refunds to its customers. In June 2014 we refunded to Airfone's customers amounts which we believe satisfy our obligations. In addition, Airfone may be subject to enforcement action by the FCC in connection with the delayed payments to USAC, which could result in, among other things, interest payments, penalties and fines. LiveTV has reimbursed us for the amounts paid to USAC and customers to date, and has agreed to indemnify us for any additional amounts due to Airfone's customers or USAC as well as any interest, penalties and fines for which Airfone may be liable.

**12. Fair Value of Financial Assets and Liabilities**

A three-tier fair value hierarchy has been established which prioritizes the inputs used in measuring fair value. These tiers include:

- *Level 1* - defined as observable inputs such as quoted prices in active markets;
- *Level 2* - defined as observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and
- *Level 3* - defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

*Long-Term Debt:*

Our financial assets and liabilities that are disclosed but not measured at fair value include the Amended Senior Term Facility and the Alaska Facility, both of which are reflected on the consolidated balance sheet at cost, as defined in Note 8, "Long-Term Debt and Other Liabilities". Based on market conditions as of June 30, 2014, the fair value of the Amended Senior Term Facility was approximately \$253 million and the fair value of the Alaska Facility approximated its carrying value of \$1.3 million (see Note 8, "Long-Term Debt and Other Liabilities"). These fair value measurements are classified as Level 2 within the fair value hierarchy since they are determined based upon significant inputs observable in the market including interest rates on recent financings by entities with credit profiles similar to ours. We estimated the fair values of the Amended Senior Term Facility and the Alaska Facility by calculating the upfront cash payment a market participant would require to assume these obligations. The upfront cash payment, excluding any issuance costs, is the amount that a market participant would be able to lend at June 30, 2014 to an entity with a credit rating similar to ours and achieve sufficient cash inflows to cover the scheduled cash outflows under the Amended Senior Term Facility and the Alaska Facility.

**13. Income Tax**

The effective income tax rates for the three and six month periods ended June 30, 2014 were (2.1%) and (1.9%), respectively, and (0.5%) and (0.8%), respectively, for the comparable prior year periods. Income tax expense recorded in each period was similar, with differences in pre-tax income causing the change in the effective tax rate. The difference between our effective tax rates and the U.S. federal statutory rate of 35% for the three and six month periods ended June 30, 2014 and 2013 was primarily due to the recording of a valuation allowance against our net deferred tax assets which is excluded from taxable income (loss).



**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

We are subject to taxation in the United States, Canada, various other countries and various states. With few exceptions, as of June 30, 2014, we are no longer subject to U.S. federal, state, foreign or local examinations by tax authorities for years before 2010.

We record penalties and interest relating to uncertain tax positions in the income tax provision line item in the unaudited condensed consolidated statement of operations. No penalties or interest related to uncertain tax positions were recorded for the three and six month periods ended June 30, 2014. As of June 30, 2014, we did not have a liability recorded for interest or potential penalties.

We do not expect a change in the unrecognized tax benefits within the next 12 months.

On September 13, 2013, the IRS issued final regulations and re-proposed regulations that provide guidance with respect to (i) the treatment of material and supplies, (ii) capitalization of amounts paid to acquire or produce tangible property, (iii) the determination of whether an expenditure with respect to tangible property is a deductible repair or a capital expenditure and (iv) dispositions of MACRS property. The final regulations will be effective for our fiscal year ending December 31, 2014. We are reviewing the regulations, but we do not believe there will be a material impact on our results of operations, financial position, or cash flows.

**14. Business Segments and Major Customers**

We operate our business through three operating segments: Commercial Aviation North America, or “CA-NA”, Commercial Aviation Rest of World, or “CA-ROW” and Business Aviation, or “BA”.

*CA-NA Segment:* Our CA-NA segment provides in-flight connectivity and wireless digital entertainment solutions to commercial airline passengers flying routes that generally begin and end within North America, which for this purpose includes the United States, Canada and Mexico.

*CA-ROW Segment:* Our CA-ROW business, which was established to provide in-flight connectivity and wireless digital entertainment solutions to passengers flying on foreign-based commercial airlines and international flights of North American based commercial airlines, is in the start-up phase as we launched commercial international connectivity service in March 2014. The routes included in our CA-ROW segment are those that begin and/or end outside of North America (as defined above) for which our international service will be provided.

*BA Segment:* Our BA business provides equipment for in-flight connectivity along with voice and data services to the business aviation market. BA services include Gogo Biz, our in-flight broadband service that utilizes both our ATG network and our ATG spectrum, and satellite-based voice and data services through strategic alliances with satellite companies. Customers include business aircraft manufacturers, owners, and operators, as well as government and military entities.

The accounting policies of the operating segments are the same as those described in Note 2, “Summary of Significant Accounting Policies,” in our 2013 10-K. Transactions between segments are eliminated in consolidation. There are no revenue transactions between segments. We currently do not generate a significant amount of foreign revenue. We do not segregate assets between segments for internal reporting. Therefore, asset-related information has not been presented.

Management evaluates performance and allocates resources to each segment based on segment profit (loss), which is calculated internally as net income (loss) attributable to common stock before interest expense, interest income, income taxes, depreciation and amortization, and certain non-cash charges (including amortization of deferred airborne lease incentives, stock compensation expense, write off of deferred equity financing costs, and, for periods prior to the IPO, Class A and Class B Senior Convertible Preferred Stock return and accretion of preferred stock). Segment profit (loss) is a measure of performance reported to the chief operating decision maker for purposes of making decisions about allocating resources to the segments and evaluating segment performance. In addition, segment profit (loss) is included herein in conformity with ASC 280-10, *Segment Reporting*. Management believes that segment profit (loss) provides useful information for analyzing and evaluating the underlying operating results of each segment. However, segment profit (loss) should not be considered in isolation or as a substitute for net income (loss) attributable to common stock or other measures of financial performance prepared in accordance with GAAP. Additionally, our computation of segment profit (loss) may not be comparable to other similarly titled measures computed by other companies.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

Information regarding our reportable segments is as follows (*in thousands*):

	<b>For the Three Months Ended June 30, 2014</b>			
	<u>CA-NA</u>	<u>CA-ROW</u>	<u>BA</u>	<u>Total</u>
Service revenue	\$ 61,843	\$ 259	\$17,063	\$ 79,165
Equipment revenue	304	—	20,060	20,364
Total revenue	<u>\$ 62,147</u>	<u>\$ 259</u>	<u>\$37,123</u>	<u>\$ 99,529</u>
Segment profit (loss)	<u>\$ 6,448</u>	<u>\$(18,812)</u>	<u>\$15,491</u>	<u>\$ 3,127</u>

	<b>For the Three Months Ended June 30, 2013</b>			
	<u>CA-NA</u>	<u>CA-ROW</u>	<u>BA</u>	<u>Total</u>
Service revenue	\$ 49,346	\$ 71	\$12,583	\$ 62,000
Equipment revenue	426	148	16,863	17,437
Total revenue	<u>\$ 49,772</u>	<u>\$ 219</u>	<u>\$29,446</u>	<u>\$ 79,437</u>
Segment profit (loss)	<u>\$ 2,669</u>	<u>\$(9,372)</u>	<u>\$10,491</u>	<u>\$ 3,788</u>

	<b>For the Six Months Ended June 30, 2014</b>			
	<u>CA-NA</u>	<u>CA-ROW</u>	<u>BA</u>	<u>Total</u>
Service revenue	\$118,278	\$ 322	\$32,856	\$151,456
Equipment revenue	937	—	42,830	43,767
Total revenue	<u>\$119,215</u>	<u>\$ 322</u>	<u>\$75,686</u>	<u>\$195,223</u>
Segment profit (loss)	<u>\$ 12,252</u>	<u>\$(35,705)</u>	<u>\$31,954</u>	<u>\$ 8,501</u>

	<b>For the Six Months Ended June 30, 2013</b>			
	<u>CA-NA</u>	<u>CA-ROW</u>	<u>BA</u>	<u>Total</u>
Service revenue	\$ 92,152	\$ 1,269	\$23,514	\$116,935
Equipment revenue	985	168	32,103	33,256
Total revenue	<u>\$ 93,137</u>	<u>\$ 1,437</u>	<u>\$55,617</u>	<u>\$150,191</u>
Segment profit (loss)	<u>\$ 2,284</u>	<u>\$(15,592)</u>	<u>\$19,947</u>	<u>\$ 6,639</u>

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

A reconciliation of segment profit (loss) to the relevant consolidated amounts is as follows (*in thousands*):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
CA-NA segment profit	\$ 6,448	\$ 2,669	\$ 12,252	\$ 2,284
CA-ROW segment loss	(18,812)	(9,372)	(35,705)	(15,592)
BA segment profit	15,491	10,491	31,954	19,947
Total segment profit	3,127	3,788	8,501	6,639
Interest income	9	14	24	33
Interest expense	(7,381)	(10,370)	(14,629)	(14,290)
Depreciation and amortization	(14,882)	(13,709)	(30,569)	(27,554)
Amortization of deferred airborne lease incentives <sup>(1)</sup>	3,091	1,764	5,688	3,336
Stock compensation expense	(2,214)	(905)	(3,818)	(1,783)
Fair value derivative adjustments	—	(36,305)	—	(36,305)
Other income (expense)	(23)	1	(63)	—
Loss before income taxes	<u>\$(18,273)</u>	<u>\$(55,722)</u>	<u>\$(34,866)</u>	<u>\$(69,924)</u>

(1) Amortization of deferred airborne lease incentive relates to our CA-NA and CA-ROW segments. See Note 10, “Leases” for further information.

**Major Customers and Airline Partnerships** — During the three and six month periods ended June 30, 2014 and 2013, no customer accounted for more than 10% of our consolidated revenue. One airline partner for the CA-ROW segment accounted for approximately 14% of consolidated accounts receivable as of June 30, 2014. No airline partner or customer accounted for more than 10% of our consolidated accounts receivable as of December 31, 2013.

In our CA-NA segment, revenue from passengers using the Gogo service while flying on aircraft owned by two of our airline partners accounted for approximately 41% and 40% of consolidated revenue for the three and six month periods ended June 30, 2014, respectively, as compared to approximately 41% for both of the prior year periods.

**15. Employee Retirement and Postretirement Benefits**

**Share-Based Compensation** — We have two share-based employee compensation plans as of June 30, 2014. See Note 12, “Share-Based Compensation,” in our 2013 10-K for further information regarding these plans. For the six month period ended June 30, 2014, options to purchase 1,623,092 shares of common stock were granted, options to purchase 46,487 shares of common stock were forfeited, options to purchase 26,656 shares of common stock expired, and options to purchase 215,763 shares of common stock were exercised.

For the six month period ended June 30, 2014, 505,073 restricted share units were granted.

For the six month period ended June 30, 2014, 177,600 shares of restricted stock were granted, which vest in equal annual increments over a four-year period. These shares are deemed issued as of the date of grant, but not outstanding until they vest.

In June 2013 the Board of Directors approved the Employee Stock Purchase Plan (the “ESPP”). The ESPP allows eligible employees to purchase our common stock through payroll deductions at a price equal to 90% of the lower of the fair market value of the stock as of the beginning or the end of three-month offering periods. Under the ESPP, 424,594 shares were reserved for issuance. No shares were issued under the ESPP during the six months ended June 30, 2014.

Share-based compensation totaled \$2.2 million and \$3.8 million for the three and six month periods ended June 30, 2014, respectively, and \$0.9 million and \$1.8 million, respectively, for the comparable prior year periods.

**401(k) Plan** - Under our 401(k) plan, all employees who are eligible to participate are entitled to make tax-deferred contributions, subject to Internal Revenue Service limitations. We match 100% of the employee’s first 4% of contributions made, subject to annual limitations. Our matching contributions were \$0.6 million and \$1.2 million for the three and six month periods ended June 30, 2014, respectively, and \$0.5 million and \$1.1 million, respectively, for the comparable prior year periods.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

**Director Compensation** — Our compensation plan for non-employee directors provides for annual compensation of \$225,000 for the non-employee Chairman of the Board and \$150,000 for all other non-employee directors. Such compensation is paid 1/3 in cash, 1/3 in stock options and 1/3 in deferred share units (“DSUs”). The plan also provides for additional annual cash compensation of \$20,000 to the chair of the Audit Committee, \$10,000 to the chair of the Compensation Committee and \$5,000 to the chair of the Nominating and Corporate Governance Committee. The members of our Board of Directors have the option to elect to have their cash payments paid in DSUs if they elect. The plan provides for quarterly payments. For the six month period ended June 30, 2014, 11,395 DSUs were granted to our Board of Directors.

**16. Research and Development Costs**

Research and development costs are expensed as incurred. Research and development costs were \$9.3 million and \$17.7 million for the three and six month periods ended June 30, 2014, respectively, and \$7.4 million and \$15.1 million, respectively, for the comparable prior year periods. Research and development costs are reported as a component of engineering, design and development expenses in our unaudited condensed consolidated statements of operations.

**17. Canadian ATG Spectrum License**

On July 17, 2012, Industry Canada issued to our Canadian subsidiary a subordinate license that allows us to use the Canadian ATG spectrum of which SkySurf Canada Communications Inc. (“SkySurf”) is the primary licensee. On July 24, 2012 we entered into a subordinate license agreement (the “License Agreement”) with SkySurf and on August 14, 2012 the agreement commenced. The License Agreement provides for our exclusive rights to use SkySurf’s ATG spectrum licenses in Canada. The License Agreement has an initial term of ten years commencing on August 14, 2012 and, provided that the primary spectrum license agreement issued by Industry Canada to SkySurf remains in effect, is renewable at our option for an additional ten-year term following the initial expiration and thereafter for a further five-year term. We made a one-time payment of C\$3.3 million, which was equivalent to approximately U.S. \$3.3 million (“one-time payment”). The renewal of the primary spectrum license will depend upon the satisfaction by Gogo and SkySurf of certain conditions set forth in the license, including, without limitation, a network build-out requirement. The term of the License Agreement, including the initial ten-year term and any renewals, is contingent on the effectiveness and renewal of the primary spectrum license issued by Industry Canada to SkySurf on June 30, 2009, which expires on June 29, 2019. We pay SkySurf C\$0.1 million, which is equivalent to U.S. \$0.1 million, monthly during the initial ten-year term of the License Agreement. Additionally, we make variable monthly payments based on the number of cell sites in Canada and the number of Canadian-domiciled commercial aircraft on which we provide our service.

As the License Agreement is for our exclusive use of a license, which is considered a right to use an intangible asset and thus not property, plant, or equipment, the agreement is not considered a lease for accounting purposes. As such, we recorded the SkySurf one-time payment as an asset in our unaudited condensed consolidated balance sheet at the time of payment. As of June 30, 2014, the one-time payment had balances of \$0.1 million included in prepaid expenses and other current assets and \$2.7 million included in other non-current assets, respectively, in our unaudited condensed consolidated balance sheet. The one-time payment is being amortized on a straight-line basis over the estimated term of the agreement of 25 years.

Amortization expense for the one-time payment for each of the next five years and thereafter is estimated to be as follows (*in thousands*):

Years ending December 31,	SkySurf Amortization
2014 (period from July 1 to December 31)	\$ 61
2015	\$ 122
2016	\$ 122
2017	\$ 122
2018	\$ 122
Thereafter	\$ 2,268

Amortization expense totaled less than \$0.1 million and \$0.1 million during the three and six month periods ended June 30, 2014 and 2013, respectively.

**Gogo Inc. and Subsidiaries**  
**Notes to Unaudited Condensed Consolidated Financial Statements – (Continued)**

The monthly payments are expensed as incurred and totaled approximately \$0.3 million and \$0.6 million during the three and six month periods ended June 30, 2014, respectively, and \$0.2 million and \$0.5 million, respectively, for the comparable prior year periods.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this report may constitute “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, without limitation, statements regarding our industry, business strategy, plans, goals and expectations concerning our market position, international expansion, future operations, margins, profitability, future efficiencies, capital expenditures, liquidity and capital resources and other financial and operating information. When used in this discussion, the words “anticipate,” “assume,” “believe,” “budget,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “will,” “future” and the negative of these or similar terms and phrases are intended to identify forward-looking statements in this Quarterly Report on Form 10-Q.

Forward-looking statements reflect our current expectations regarding future events, results or outcomes. These expectations may or may not be realized. Although we believe the expectations reflected in the forward-looking statements are reasonable, we can give you no assurance these expectations will prove to have been correct. Some of these expectations may be based upon assumptions, data or judgments that prove to be incorrect. Actual events, results and outcomes may differ materially from our expectations due to a variety of known and unknown risks, uncertainties and other factors. Although it is not possible to identify all of these risks and factors, they include, among others, the following:

- the loss of, or failure to realize benefits from, agreements with our airline partners;
- any inability to timely and efficiently roll out our technology roadmap for any reason, including regulatory delays, or the failure by our airline partners to roll out equipment upgrades or new services or adopt new technologies in order to support increased network capacity demands;
- the loss of relationships with original equipment manufacturers or dealers;
- our ability to develop network capacity sufficient to accommodate current and expected growth in passenger demand;
- unfavorable economic conditions in the airline industry and economy as a whole;
- our ability to expand our domestic or international operations, including our ability to grow our business with current and potential future airline partners;
- an inability to compete effectively with other current or future providers of in-flight connectivity services and other products and services that we offer, including on the basis of price, service performance and line-fit availability;
- our reliance on third-party satellite service providers and equipment and other suppliers, including single source providers and suppliers;
- our ability to successfully develop and monetize new products and services, including those that were recently released, are currently being offered on a limited, or trial basis or are in various stages of development;
- our ability to deliver products and services, including newly developed products and services, on schedules consistent with our contractual commitments to customers;
- the effects, if any, on our business of the merger of American Airlines and U.S. Airways;
- a revocation of, or reduction in, our right to use licensed spectrum, the availability of other air-to-ground spectrum to a competitor or the repurposing by a competitor of other spectrum for air-to-ground use;
- our use of open source software and licenses;
- the effects of service interruptions or delays, technology failures, material defects or errors in our software or damage to our equipment;
- the limited operating history of our CA-NA and CA-ROW segments;
- increases in our projected capital expenditures due to, among other things, unexpected costs incurred in connection with the roll-out of our technology roadmap or our international expansion;

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- compliance with U.S. and foreign government regulations and standards, including those related to the installation and operation of satellite equipment and our ability to obtain and maintain all necessary regulatory approvals to install and operate our equipment in the U.S. and foreign jurisdictions;
- our, or our technology suppliers', inability to effectively innovate;
- costs associated with defending pending or future intellectual property infringement and other litigation or claims;
- our ability to protect our intellectual property;
- any negative outcome or effects of pending or future litigation;
- limitations and restrictions in the agreements governing our indebtedness and our ability to service our indebtedness;
- our ability to obtain additional financing on acceptable terms or at all;
- fluctuations in our operating results;
- our ability to attract and retain customers and to capitalize on revenue from our platform;
- the demand for and market acceptance of our products and services;
- changes or developments in the regulations that apply to us, our business and our industry;
- the attraction and retention of qualified employees including key personnel;
- the effectiveness of our marketing and advertising and our ability to maintain and enhance our brands;
- our ability to manage our growth in a cost-effective manner and integrate and manage acquisitions;
- compliance with corruption laws and regulations in the jurisdictions in which we operate, including the Foreign Corrupt Practices Act and the (U.K.) Bribery Act 2010;
- restrictions on the ability of U.S. companies to do business in foreign countries, including, among others, restrictions imposed by the U.S. Office of Foreign Assets Control;
- difficulties in collecting accounts receivable; and
- other risks and factors listed under "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2013 as filed with the Securities Exchange Commission ("SEC") on March 14, 2014 (the "2013 10-K").

Any one of these factors or a combination of these factors could materially affect our financial condition or future results of operations and could influence whether any forward-looking statements contained in this report ultimately prove to be accurate. Our forward-looking statements are not guarantees of future performance, and you should not place undue reliance on them. All forward-looking statements speak only as of the date made and we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

In addition, while we do, from time to time, communicate with security analysts, it is against our policy to disclose to them any material non-public information or other confidential information. Accordingly, stockholders should not assume that we agree with any statement or report issued by any analyst irrespective of the content of the statement or report. Thus, to the extent that reports issued by securities analysts contain any projections, forecasts, or opinions, such reports are not our responsibility.

## **ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*The following discussion and analysis is intended to help the reader understand our business, financial condition, results of operations, liquidity and capital resources. You should read this discussion in conjunction with our unaudited condensed consolidated interim financial statements and the related notes contained elsewhere in this Quarterly Report on Form 10-Q. Unless the context otherwise indicates or requires, the terms “we,” “our,” “us,” “Gogo,” and the “Company,” as used in this report, refer to Gogo Inc. and its directly and indirectly owned subsidiaries as a combined entity, except where otherwise stated or where it is clear that the terms mean only Gogo Inc. exclusive of its subsidiaries.*

*The statements in this discussion regarding industry outlook, our expectations regarding our future performance, liquidity and capital resources and other non-historical statements in this discussion are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described under “Risk Factors” in the 2013 10-K and in “Special Note Regarding Forward-Looking Statements” in this report. Our actual results may differ materially from those contained in or implied by any forward-looking statements.*

*Our fiscal year ends December 31 and, unless otherwise noted, references to years or fiscal are for fiscal years ended December 31. See “— Results of Operations.”*

### **Company Overview**

Gogo is a leading global aero communications service provider. We operate through the following three segments: Commercial Aviation North America, or “CA-NA,” Commercial Aviation Rest of World, or “CA-ROW,” and Business Aviation, or “BA.”

Services provided by our CA-NA business include Gogo Connectivity, which allows passengers to connect to the internet from their personal Wi-Fi-enabled devices, Gogo Vision, which offers passengers the opportunity to enjoy a broad selection of in-flight entertainment options on their personal Wi-Fi enabled devices, and our Gogo Signature Services, which include a broad range of customizable, targeted content, advertising and e-commerce services. Such services are provided by the CA-NA business to commercial airline passengers flying routes that begin and end within North America, which for this purpose includes the United States, Canada and Mexico. Our CA-ROW business, which was established to provide in-flight connectivity and wireless digital entertainment solutions to passengers flying on foreign-based commercial airlines and international flights of North American based commercial airlines, is in the start-up phase as we launched commercial international connectivity service in March 2014. The routes included in our CA-ROW segment are those that begin and/or end outside of North America (as defined above) for which our international service will be provided. Our BA business sells equipment for in-flight telecommunications and provides in-flight internet connectivity and other voice and data communications products and services to the business aviation market. BA services include Gogo Biz, our in-flight broadband service that utilizes both our ATG network and our ATG spectrum, and satellite-based voice and data services through our strategic alliances with satellite companies.

### **Recent Developments**

On July 30, 2014, the Borrowers entered into an Amendment to the Amended Senior Term Facility (as defined below in “—Liquidity and Capital Resources”). Prior to the Amendment, under the Amended Senior Term Facility we borrowed an aggregate principal amount of \$248.0 million, of which \$237.7 million was outstanding as of June 30, 2014. Pursuant to the Amendment, we borrowed an aggregate additional principal amount of \$75.0 million. See below “—Liquidity and Capital Resources” for additional information regarding the Amendment.



### **Factors and Trends Affecting Our Results of Operations**

We believe our operating and business performance is driven by various factors that affect the commercial airline and business aviation industries, including trends affecting the travel industry and trends affecting the customer bases that we target, as well as factors that affect wireless internet service providers and general macroeconomic factors. Key factors that may affect our future performance include:

- the costs associated with implementing, and our ability to implement on a timely basis, our technology roadmap, including the need for additional cell sites in our ATG network, upgrades and installation of our ATG-4 technology, the roll-out of our satellite service, including hybrid technology solutions that are in part dependent on our satellite service, such as our GTO and 2Ku offerings, and the implementation of improvements to our network and operations as technology changes and we experience increased network capacity constraints;
- the costs associated with and our ability to execute our international expansion, including modification to our network to accommodate satellite technology, compliance with applicable foreign regulations and expanded operations outside of the U.S.;
- the costs associated with managing a rapidly growing company;
- the pace and extent of adoption of the Gogo service for use on international commercial aircraft by our current North American airline partners and new international airline partners;
- the number of aircraft in service in our markets, including consolidation of the airline industry or changes in fleet size by one or more of our airline partners;
- the economic environment and other trends that affect both business and leisure travel;
- the extent of customers', airline partners' and other aircraft operators' adoption of our products and services, which is affected by, among other things, willingness to pay for the services that we provide, changes in technology and competition from current competitors and new market entrants;
- the continued demand for connectivity and proliferation of Wi-Fi enabled devices, including smartphones, tablets and laptops;
- changes in laws, regulations, and interpretations affecting telecommunications services, including those affecting our ability to maintain our licenses for ATG spectrum in the U.S., obtain sufficient rights to use additional ATG spectrum and/or other sources of broadband connectivity to deliver our services, and expand our service offerings;
- changes in laws, regulations and interpretations affecting aviation, including in particular changes that impact the design of our equipment and our ability to obtain required certifications for our equipment; and
- our ability to obtain required foreign telecommunications, aviation and other licenses and approvals necessary for our international operations.

### **Summary Financial Information**

Consolidated revenue increased to \$99.5 million and \$195.2 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$79.4 million and \$150.2 million, respectively, for the prior year periods. As of June 30, 2014, the CA-NA segment had 2,058 commercial aircraft online to provide the Gogo service as compared with 1,982 as of June 30, 2013. As of June 30, 2014, the BA segment had 5,224 aircraft online with Iridium satellite communications systems and 2,415 Gogo Biz systems online as compared with 5,099 and 1,684, respectively, as of June 30, 2013. The BA segment became a reseller of Inmarsat SwiftBroadband satellite service in 2013 and had 17 systems online as of June 30, 2014 as compared with six systems online as of June 30, 2013. Our CA-ROW segment began providing connectivity service in March 2014 and had 19 aircraft online as of June 30, 2014.

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**Key Business Metrics**

Our management regularly reviews a number of financial and operating metrics, including the following key operating metrics for the CA-NA and BA segments, to evaluate the performance of our business and our success in executing our business plan, make decisions regarding resource allocation and corporate strategies and evaluate forward-looking projections.

**Commercial Aviation North America**

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
Aircraft online	2,058	1,982	2,058	1,982
Average monthly service revenue per aircraft online (ARPA)	\$ 9,994	\$ 8,441	\$ 9,598	\$ 8,078
Gross passenger opportunity (GPO) (in thousands) (1)	82,700	77,186	153,970	142,210
Total average revenue per passenger opportunity (ARPP) (1)	\$ 0.75	\$ 0.64	\$ 0.77	\$ 0.65
Total average revenue per session (ARPS)	\$ 10.70	\$ 10.38	\$ 10.62	\$ 10.34
Connectivity take rate (1)	6.7%	5.9%	6.9%	6.0%

(1) Amounts for the six month period ended June 30, 2014 reflect GPO for the three month period ended March 31, 2014 as revised to reflect updated operational data that became available following the filing of our Quarterly Report on Form 10-Q for the period ended March 31, 2014. GPO (in thousands), ARPP and connectivity take rate for the three month period ended March 31, 2014, as revised, are 71,270, \$0.79, and 7.2%, respectively, as compared to the previously reported GPO (in thousands), ARPP and connectivity take rate of 74,668, \$0.76, and 6.9%, respectively.

- *Aircraft online.* We define aircraft online as the total number of commercial aircraft on which our ATG network equipment is installed and Gogo service has been made commercially available as of the last day of each period presented.
- *Average monthly service revenue per aircraft online* (“ARPA”). We define ARPA as the aggregate service revenue for the period divided by the number of months in the period, divided by the number of aircraft online during the period (expressed as an average of the month end figures for each month in such period).
- *Gross passenger opportunity* (“GPO”). We define GPO as the estimated aggregate number of passengers who board commercial aircraft on which Gogo service has been available during the period presented. We calculate passenger estimates by taking the maximum capacity of flights with Gogo service, which is calculated by multiplying the number of flights flown by Gogo-equipped aircraft, as published by Air Radio Inc. (ARINC), by the number of seats on those aircraft, and adjusting the product by a passenger load factor for each airline, which represents the percentage of seats on aircraft that are occupied by passengers. Load factors are provided to us by our airline partners and are based on historical data.
- *Total average revenue per passenger opportunity* (“ARPP”). We define ARPP as revenue from Gogo Connectivity, Gogo Vision, Gogo Signature Services and other service revenue for the period, divided by GPO for the period.
- *Total average revenue per session* (“ARPS”). We define ARPS as revenue from Gogo Connectivity divided by the total number of sessions during the period. A session, or a “use” of Gogo Connectivity, is defined as the use by a unique passenger of Gogo Connectivity on a flight segment. Multiple logins or purchases under the same user name during one flight segment count as only one session.
- *Connectivity take rate.* We define connectivity take rate as the number of sessions during the period expressed as a percentage of GPO. Included in our connectivity take-rate calculation are sessions for which we did not receive revenue, including those provided pursuant to free promotional campaigns and, to a lesser extent, as a result of complimentary passes distributed by our customer service representatives or unforeseen technical issues. For the periods listed above, the number of sessions for which we did not receive revenue was less than 3% of the total number of sessions.

**Business Aviation**

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
<b>Aircraft online</b>				
Satellite	5,241	5,105	5,241	5,105
ATG	2,415	1,684	2,415	1,684
<b>Average monthly service revenue per aircraft online</b>				
Satellite	\$ 172	\$ 154	\$ 166	\$ 153
ATG	2,015	1,912	2,011	1,903
<b>Units Shipped</b>				
Satellite	119	173	272	320
ATG	233	201	474	372
<b>Average equipment revenue per unit shipped (in thousands)</b>				
Satellite	\$ 44	\$ 36	\$ 46	\$ 38
ATG	63	52	63	53

- *Satellite aircraft online.* We define satellite aircraft online as the total number of business aircraft for which we provide satellite services in operation as of the last day of each period presented.
- *ATG aircraft online.* We define ATG aircraft online as the total number of business aircraft for which we provide ATG services in operation as of the last day of each period presented.
- *Average monthly service revenue per satellite aircraft online.* We define average monthly service revenue per satellite aircraft online as the aggregate satellite service revenue for the period divided by the number of months in the period, divided by the number of satellite aircraft online during the period (expressed as an average of the month end figures for each month in such period).
- *Average monthly service revenue per ATG aircraft online.* We define average monthly service revenue per ATG aircraft online as the aggregate ATG service revenue for the period divided by the number of months in the period, divided by the number of ATG aircraft online during the period (expressed as an average of the month end figures for each month in such period).
- *Units shipped.* We define units shipped as the number of satellite or ATG network equipment units, respectively, shipped during the period.
- *Average equipment revenue per satellite unit shipped.* We define average equipment revenue per satellite unit shipped as the aggregate equipment revenue earned from all satellite shipments during the period, divided by the number of satellite units shipped.
- *Average equipment revenue per ATG unit shipped.* We define average equipment revenue per ATG unit shipped as the aggregate equipment revenue from all ATG shipments during the period, divided by the number of ATG units shipped.

**Key Components of Consolidated Statements of Operations**

There have been no material changes to our key components of consolidated statements of operations and segment profit (loss) as described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our 2013 10-K.

**Off-Balance Sheet Arrangements**

We do not have any obligations that meet the definition of an off-balance sheet arrangement, other than operating leases, which have or are reasonably likely to have a material effect on our results of operations. See Note 10, “Leases” to our unaudited condensed consolidated financial statements for further information.

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**Critical Accounting Estimates**

Our discussion and analysis of our financial condition and results of operations are based on our unaudited condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The preparation of our unaudited condensed consolidated financial statements and related disclosures require us to make estimates, assumptions and judgments that affect the reported amount of assets, liabilities, revenue, costs and expenses, and related exposures. We base our estimates and assumptions on historical experience and other factors that we believe to be reasonable under the circumstances. In some instances, we could reasonably use different accounting estimates, and in some instances results could differ significantly from our estimates. We evaluate our estimates and assumptions on an ongoing basis. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected.

We believe that the assumptions and estimates associated with long-lived assets, indefinite-lived assets and share-based compensation have the greatest potential impact on our unaudited condensed consolidated financial statements. Therefore, we consider these to be our critical accounting policies and estimates.

There have been no material changes to our critical accounting policies and estimates as compared to the critical accounting policies and estimates described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” (“MD&A”) in our 2013 10-K, except that with the closing of our IPO in June 2013, the accounting policy for derivative liabilities and fair value derivative adjustments, as described in our MD&A, is no longer considered a critical accounting policy as the preferred stock which contained embedded derivatives is no longer outstanding.

**Recent Accounting Pronouncements**

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-09, *Revenue From Contracts With Customers* (“ASU 2014-09”). This pronouncement outlines a single comprehensive model to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance. The core principle of ASU 2014-09 is that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. We will adopt this guidance as of January 1, 2017. We are currently evaluating the impact of the adoption of this guidance on our financial position, results of operations and cash flows.

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**Results of Operations**

The following table sets forth, for the periods presented, certain data from our unaudited condensed consolidated statements of operations. The information contained in the table below should be read in conjunction with our unaudited condensed consolidated financial statements and related notes.

**Unaudited Condensed Consolidated Statement of Operations Data**  
(in thousands)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
<b>Revenue:</b>				
Service revenue	\$ 79,165	\$ 62,000	\$151,456	\$ 116,935
Equipment revenue	20,364	17,437	43,767	33,256
<b>Total revenue</b>	<u>99,529</u>	<u>79,437</u>	<u>195,223</u>	<u>150,191</u>
<b>Operating expenses:</b>				
Cost of service revenue (exclusive of items shown below)	41,567	31,135	81,195	57,105
Cost of equipment revenue (exclusive of items shown below)	8,627	8,048	18,613	15,777
Engineering, design and development	15,789	12,333	29,888	24,618
Sales and marketing	9,687	7,060	17,729	13,690
General and administrative	19,855	16,214	37,427	30,809
Depreciation and amortization	14,882	13,709	30,569	27,554
<b>Total operating expenses</b>	<u>110,407</u>	<u>88,499</u>	<u>215,421</u>	<u>169,553</u>
<b>Operating loss</b>	<u>(10,878)</u>	<u>(9,062)</u>	<u>(20,198)</u>	<u>(19,362)</u>
<b>Other (income) expense:</b>				
Interest income	(9)	(14)	(24)	(33)
Interest expense	7,381	10,370	14,629	14,290
Fair value derivative adjustment	—	36,305	—	36,305
Other expense (income)	23	(1)	63	—
<b>Total other expense</b>	<u>7,395</u>	<u>46,660</u>	<u>14,668</u>	<u>50,562</u>
<b>Loss before incomes taxes</b>	<u>(18,273)</u>	<u>(55,722)</u>	<u>(34,866)</u>	<u>(69,924)</u>
Income tax provision	389	267	662	542
<b>Net loss</b>	<u>(18,662)</u>	<u>(55,989)</u>	<u>(35,528)</u>	<u>(70,466)</u>
Class A and Class B senior convertible preferred stock return	—	(13,994)	—	(29,277)
Accretion of preferred stock	—	(2,595)	—	(5,285)
<b>Net loss attributable to common stock</b>	<u>\$ (18,662)</u>	<u>\$ (72,578)</u>	<u>\$ (35,528)</u>	<u>\$ (105,028)</u>

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**Three and Six Months Ended June 30, 2014 and 2013**

**Revenue:**

Revenue by segment and percent change for the three and six month periods ended June 30, 2014 and 2013 were as follows (*in thousands, except for percent change*):

	For the Three Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
<b>Service Revenue:</b>			
CA-NA	\$ 61,843	\$ 49,346	25.3%
BA	17,063	12,583	35.6%
CA-ROW	259	71	264.8%
Total Service Revenue	<u>\$ 79,165</u>	<u>\$ 62,000</u>	<u>27.7%</u>
<b>Equipment Revenue:</b>			
CA-NA	\$ 304	\$ 426	(28.6%)
BA	20,060	16,863	19.0%
CA-ROW	—	148	(100.0%)
Total Equipment Revenue	<u>\$ 20,364</u>	<u>\$ 17,437</u>	<u>16.8%</u>
<b>Total Revenue:</b>			
CA-NA	\$ 62,147	\$ 49,772	24.9%
BA	37,123	29,446	26.1%
CA-ROW	259	219	18.3%
Total Revenue	<u>\$ 99,529</u>	<u>\$ 79,437</u>	<u>25.3%</u>
	For the Six Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
<b>Service Revenue:</b>			
CA-NA	\$118,278	\$ 92,152	28.4%
BA	32,856	23,514	39.7%
CA-ROW	322	1,269	(74.6%)
Total Service Revenue	<u>\$151,456</u>	<u>\$116,935</u>	<u>29.5%</u>
<b>Equipment Revenue:</b>			
CA-NA	\$ 937	\$ 985	(4.9%)
BA	42,830	32,103	33.4%
CA-ROW	—	168	(100.0%)
Total Equipment Revenue	<u>\$ 43,767</u>	<u>\$ 33,256</u>	<u>31.6%</u>
<b>Total Revenue:</b>			
CA-NA	\$119,215	\$ 93,137	28.0%
BA	75,686	55,617	36.1%
CA-ROW	322	1,437	(77.6%)
Total Revenue	<u>\$195,223</u>	<u>\$150,191</u>	<u>30.0%</u>

*Commercial Aviation North America:*

CA-NA revenue increased to \$62.1 million and \$119.2 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$49.8 million and \$93.1 million, respectively, for the prior year periods primarily due to an increase in connectivity service revenue. Gogo Connectivity sessions totaled 5.5 million and 10.7 million in the three and six month periods ended June 30, 2014, respectively, as compared with 4.6 million and 8.6 million, respectively, in the prior year periods. The increase in CA-NA connectivity service revenue was primarily due to increases in connectivity take rate and, to a lesser extent, ARPS, which resulted in increases in ARPA and ARPP. ARPA increased to \$9,994 and \$9,598 for the three and six month periods ended June 30, 2014, respectively, as compared with \$8,441 and \$8,078, respectively, for the prior year periods. ARPP increased to \$0.75

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and \$0.77 for the three and six month periods ended June 30, 2014, respectively, as compared with \$0.64 and \$0.65, respectively, for the prior year periods. GPO increased to 82.7 million and 154.0 million for the three and six month periods ended June 30, 2014, respectively, as compared with 77.2 million and 142.2 million, respectively, for the prior year periods, driven by a 3.8% increase in aircraft online to 2,058 as of June 30, 2014 from 1,982 as of June 30, 2013. The connectivity take rate increased to 6.7% and 6.9% for the three and six month periods ended June 30, 2014, respectively, as compared with 5.9% and 6.0%, respectively, for the prior year periods, primarily due to increased passenger adoption of the Gogo service. ARPS increased to \$10.70 and \$10.62 for the three and six month periods ended June 30, 2014, respectively, as compared with \$10.38 and \$10.34, respectively, for the prior year periods due primarily to pricing increases related to our single use and subscription products and changes to our product mix.

Our retail revenue increased to \$56.2 million and \$107.4 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$44.6 million and \$84.1 million, respectively, for the prior year periods, due to growth in both individual sessions and subscriptions. Revenue from individual sessions increased to \$33.6 million and \$63.5 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$26.8 million and \$50.2 million, respectively, for the prior year periods, and revenue from subscriptions increased to \$22.6 million and \$43.9 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$17.9 million and \$34.0 million, respectively, for the prior year periods. These increases were due to pricing increases and increased passenger adoption of the Gogo service. Our non-retail revenue increased to \$2.9 million and \$5.9 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$2.8 million and \$4.6 million, respectively, for the prior year periods. The increase during the six month period ended June 30, 2014 was due primarily to an increase in sponsorship, roaming and wholesale revenue, offset in part by a decrease in enterprise revenue.

A summary of the components of CA-NA's service revenue for the three and six month periods ended June 30, 2014 and 2013 is as follows (*in thousands, except for percent change*):

	For the Three Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
Gogo Connectivity revenue	\$ 59,134	\$47,429	24.7%
Gogo Vision, Gogo Signature Services and other service revenue <sup>(1)</sup>	2,709	1,917	41.3%
<b>Total service revenue</b>	<b>\$ 61,843</b>	<b>\$49,346</b>	<b>25.3%</b>

  

	For the Six Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
Gogo Connectivity revenue	\$113,346	\$88,728	27.7%
Gogo Vision, Gogo Signature Services and other service revenue <sup>(1)</sup>	4,932	3,424	44.0%
<b>Total service revenue</b>	<b>\$118,278</b>	<b>\$92,152</b>	<b>28.4%</b>

(1) Other service revenue includes content filtering, VoIP access for airlines' flight crews, portal development services, operations oriented communications services, and partner co-branding and reseller arrangements.

### Business Aviation:

BA revenue increased to \$37.1 million and \$75.7 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$29.4 million and \$55.6 million, respectively, for the prior year periods, due to increases in service and equipment revenue. BA service revenue increased to \$17.1 million and \$32.9 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$12.6 million and \$23.5 million, respectively, for the prior year periods, primarily due to more customers subscribing to our Gogo Biz service and price increases implemented during 2013. The number of ATG aircraft online increased 43.4% to 2,415 as of June 30, 2014 as compared with 1,684 as of June 30, 2013.

BA equipment revenue increased to \$20.1 million and \$42.8 for the three and six month periods ended June 30, 2014, respectively, as compared with \$16.9 million and \$32.1 million, respectively, for the prior year periods. The increase during the three month period ended June 30, 2014 was due to an increase in ATG equipment revenue partially offset by a decrease in satellite equipment revenue, while the increase during the six month period ended June 30, 2014 was due to an increase in both ATG and satellite equipment revenue. ATG equipment revenue

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increased to \$14.7 million for the three month period ended June 30, 2014, as compared with \$10.4 million for the prior year period due to a 15.9% increase in the number of ATG equipment units shipped and new ATG product offerings including ATG 2000 for the turbo prop market and Gogo Text & Talk. Satellite equipment revenue decreased 16.2% to \$5.2 million for the three month period ended June 30, 2014 as compared with \$6.3 million for the prior year period due primarily to a 31.2% decrease in the number of satellite units shipped. ATG equipment revenue increased to \$30.0 million for the six month period ended June 30, 2014, as compared with \$19.5 million for the prior year period due to a 27.4% increase in the number of ATG equipment units shipped and new ATG product offerings including ATG 2000 for the turbo prop market and Gogo Text & Talk. Satellite equipment revenue increased 3.4% to \$12.6 million for the six month period ended June 30, 2014 as compared with \$12.2 million for the prior year period due primarily to shifts in product mix and pricing increases implemented during 2013 partially offset by a 15.0% decrease in the number of satellite units shipped.

### *Commercial Aviation Rest of World:*

Our CA-ROW segment is in the start-up phase, as we initiated our international expansion efforts in the first quarter of 2012. In March 2014 we generated our first CA-ROW in-flight connectivity revenue from passengers flying international routes of one U.S.-based commercial airline partner, and we generated \$0.3 million of service revenue during both the three and six month periods ended June 30, 2014. For the six month period ended June 30, 2013, our CA-ROW segment generated \$1.3 million of service revenue primarily from portal development services provided to one international carrier, while no such activity occurred in 2014.

### *Cost of Service Revenue:*

Cost of service revenue by segment and percent change for the three and six month periods ended June 30, 2014 and 2013 were as follows (in thousands, except for percent change):

	For the Three Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
CA-NA	\$28,735	\$24,666	16.5%
BA	4,470	3,651	22.4%
CA-ROW	8,362	2,818	196.7%
Total	<u>\$41,567</u>	<u>\$31,135</u>	<u>33.5%</u>

  

	For the Six Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
CA-NA	\$55,958	\$46,332	20.8%
BA	9,119	6,505	40.2%
CA-ROW	16,118	4,268	277.6%
Total	<u>\$81,195</u>	<u>\$57,105</u>	<u>42.2%</u>

CA-NA cost of service revenue increased to \$28.7 million and \$56.0 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$24.7 million and \$46.3 million, respectively, for the prior year periods, due to an increase revenue share earned by our airline partners. The revenue share increase of \$2.4 million and \$5.4 million for the three and six month periods ended June 30, 2014, respectively, over the prior year periods was driven by the increase in CA-NA service revenue for the current year. CA-NA cost of service revenue also increased due to an increase in network operations expenses (including network maintenance, backhaul and site leases) and increases in billing and transaction related expenses as a result of increased Gogo Connectivity sessions. These increases were partially offset by an increase in the amortization of our deferred airborne lease incentives. See Note 10, "Leases" in our unaudited condensed consolidated financial statements for additional information regarding our deferred airborne lease incentives.

BA cost of service revenue increased to \$4.5 million and \$9.1 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$3.7 million and \$6.5 million, respectively, for the prior year periods. The increase in cost of service revenue was primarily due to an increase in the number of ATG units online to 2,415 as of June 30, 2014 from 1,684 as of June 30, 2013 and an increase in the average network utilization per ATG unit online, both of which resulted in an increase in ATG related network service costs associated with providing Gogo



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Biz services that are charged to our BA segment. Our satellite service fees also increased for the three and six month periods ended June 30, 2014 as compared with the prior year periods due to an increase in the number of subscribers of our satellite services to 5,241 as of June 30, 2014 from 5,105 as of June 30, 2013, as well as price increases for satellite services.

CA-ROW cost of service revenue increased to \$8.4 million and \$16.1 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$2.8 million and \$4.3 million, respectively, in the prior year periods due primarily to additional satellite transponders and teleports coming online throughout 2013 and 2014.

We expect cost of service revenue for CA-NA to increase in future periods due to increases in revenue share, billing and transaction expenses as our service revenue continues to increase. We expect the revenue share percentages under certain of our connectivity agreements to increase in future periods due to the occurrence of contractually stipulated triggering events that had yet to occur as of June 30, 2014. We currently estimate that such increases will amount to approximately 2% of the CA-NA segment's service revenue. In addition, revenue share expense and average revenue share percentage may increase in future periods driven by growth in Gogo Vision and Gogo Signature Services. We believe that our network related expenses will increase to support the projected increased use and expansion of our network, which will include additional satellite coverage to support and/or supplement service in certain geographical areas. Additionally, we expect our maintenance costs to increase in future periods. However, a significant portion of our ATG network operations costs is relatively fixed in nature and does not fluctuate directly with revenue. As such, we expect total cost of service revenue in CA-NA to decline as a percentage of total service revenue as we realize efficiencies inherent in the scalability of our business.

We also expect to incur additional cost of service revenue in CA-ROW as we expand our business internationally, primarily related to our satellite service offerings but also due to additional revenue share, billing, transactional and network related expenses.

### **Cost of Equipment Revenue:**

Cost of equipment revenue by segment and percent change for the three and six month periods ended June 30, 2014 and 2013 were as follows (*in thousands, except for percent change*):

	For the Three Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
CA-NA	\$ 127	\$ 156	(18.6%)
BA	8,500	7,799	9.0%
CA-ROW	—	93	(100.0%)
Total	<u>\$ 8,627</u>	<u>\$ 8,048</u>	<u>7.2%</u>
	For the Six Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
CA-NA	\$ 1,114	\$ 386	188.6%
BA	17,499	15,298	14.4%
CA-ROW	—	93	(100.0%)
Total	<u>\$18,613</u>	<u>\$15,777</u>	<u>18.0%</u>

Cost of equipment revenue increased to \$8.6 million and \$18.6 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$8.0 million and \$15.8 million, respectively, for the prior year periods. The increase occurred primarily within the BA segment due to an increase in ATG units sold and an increase in personnel costs within the production, technical support and quality assurance groups to support the growth of the business and new product offerings. We expect that our cost of equipment revenue will vary with changes in equipment revenue.

### **Engineering, Design and Development Expenses:**

Engineering, design and development expenses increased 28.0% and 21.4% to \$15.8 million and \$29.9 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$12.3 million and \$24.6

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million, respectively, for the prior year periods, due primarily to an increase in the CA-ROW segment and to a lesser extent in the CA-NA segment. Engineering, design and development expenses related to CA-ROW increased to \$5.7 million and \$10.8 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$3.5 million and \$6.5 million, respectively, for the prior year periods, primarily due to increases in Supplemental Type Certificates (“STC”) related expenses for CA-ROW commercial aircraft and an increase in expenses related to the development of satellite systems. Engineering, design and development expenses for the CA-NA segment increased 20.1% and 7.2%, respectively, for the three month and six month periods ended June 30, 2014 as compared with the prior year periods due to the timing of costs incurred in connection with STC’s and the development of next generation products and technologies.

We expect engineering, design and development expenses to increase in future periods as we continue to execute our technology roadmap, expand internationally and develop next generation products and services.

### ***Sales and Marketing Expenses:***

Sales and marketing expenses increased 37.2% and 29.5% to \$9.7 million and \$17.7 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$7.1 million and \$13.7 million, respectively, for the prior year periods, due to increases in all three segments. Consolidated sales and marketing expenses as a percentage of total consolidated revenue increased to 9.7% for the three month period ended June 30, 2014, as compared with 8.9% for the prior year period, while consolidated sales and marketing expenses as a percentage of total consolidated revenue remained consistent at 9.1% for the six month periods ended June 30, 2014 and 2013. Sales and marketing expenses in the CA-NA segment increased 34.6% and 24.9% for the three and six month periods ended June 30, 2014, respectively, over the prior year periods, due to an increase in marketing related activities and personnel expense to support the growth of the business. Sales and marketing expenses for the CA-ROW segment increased 61.5% and 49.1% for the three and six month periods ended June 30, 2014, respectively, over the prior year periods due to building our international sales and marketing teams. Sales and marketing expenses in the BA segment increased 26.0% and 25.6% for the three and six month periods ended June 30, 2014, respectively, over the prior year periods due to an increase in personnel expense to support the growth of the business and new product launches.

We expect our sales and marketing expenses to increase in future periods as we increase advertising and promotional initiatives for new product offerings, focus on improving customer satisfaction, and expand programs to retain our existing users. We also expect sales and marketing expenses to increase in future periods as we hire additional personnel to support the international expansion. In addition, the commission component of sales and marketing expenses at BA will fluctuate with its equipment revenue. However, overall we expect consolidated sales and marketing expenses to decline slightly as a percentage of consolidated revenue.

### ***General and Administrative Expenses:***

General and administrative expenses increased 22.5% and 21.5% to \$19.9 million and \$37.4 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$16.2 million and \$30.8 million, respectively, for the prior year periods due to increases in all three segments. Consolidated general and administrative expenses as a percentage of total consolidated revenue decreased to 19.9% and 19.2% for the three and six month periods ended June 30, 2014, respectively, from 20.4% and 20.5%, respectively, for the prior year periods.

The increase in the CA-NA segment’s general and administrative expenses of 15.3% and 11.0% for the three and six month periods ended June 30, 2014, respectively, over the prior year periods was primarily due to an increase in personnel and payroll related expenses (including bonus and share-based compensation expense which are both included in general and administrative expense for all of CA-NA’s employees) to manage the growth of the business and increases in audit, tax, and other compliance related expenses as a result of becoming a public company, partially offset by a decrease in legal fees.

The increase in CA-ROW segment’s general and administrative expenses of 53.8% and 42.7% for the three and six month periods ended June 30, 2014, respectively, over the prior year periods was due primarily to an increase in personnel, travel and consulting expenses, all of which resulted from a ramp up in CA-ROW activities as we continued our international expansion.

The increase in the BA segment’s general and administrative expense of 32.4% and 62.8% for the three and six month periods ended June 30, 2014, respectively, over the prior year periods was due primarily to an increase in

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personnel and payroll related expenses (including bonus and share-based compensation expense which are both included in general and administrative expense for all of BA's employees) to manage the growth of the business and an increase in rent expenses as we added additional office space. Additionally, general and administrative expenses for the six month period ended June 30, 2013 included a settlement in connection with the Hawker Beechcraft bankruptcy under which we recovered \$0.4 million in the period, while no such recovery was recorded in the current year.

We expect our general and administrative expenses to increase in future periods as we expand our workforce to support the growth of our business both domestically and internationally. However, we expect general and administrative expenses to decrease as a percentage of consolidated revenue.

### **Segment Profit (Loss):**

CA-NA's segment profit increased 141.6% and 436.4% to \$6.4 million and \$12.3 million for the three and six month periods ended June 30, 2014, respectively, as compared with segment profit of \$2.7 million and \$2.3 million, respectively, for the prior year periods. The increase in CA-NA's segment profit for the three and six month periods ended June 30, 2014 was due to increases in service revenue partially offset by increases in operating expenses, as discussed above.

BA's segment profit increased 47.7% and 60.2% to \$15.5 million and \$32.0 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$10.5 million and \$19.9 million, respectively, for the prior year periods. The increase in BA's segment profit for the three and six month periods ended June 30, 2014 was due to increases in service revenue and equipment revenue, partially offset by increases in operating expenses, as discussed above.

CA-ROW's segment loss increased 100.7% and 129.0% to \$18.8 million and \$35.7 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$9.4 million and \$15.6 million, respectively, for the prior year periods due to CA-ROW being in the start-up phase and our continued investment in this segment. The increase in CA-ROW's segment loss was due primarily to the increases in operating expenses, as discussed above.

### **Depreciation and Amortization:**

Depreciation and amortization expense increased 8.6% and 10.9% to \$14.9 million and \$30.6 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$13.7 million and \$27.6 million, respectively, for the prior year periods. The increase in depreciation and amortization expense was due to the increase in the number of aircraft outfitted with our ATG and ATG-4 equipment by our CA-NA business and the expansion of our ATG network. As noted above, we had 2,058 and 1,982 commercial aircraft online as of June 30, 2014 and 2013, respectively.

We expect our depreciation and amortization expense to increase in future periods as we install our equipment on additional aircraft, install more expensive satellite-based equipment on aircraft (primarily to service the CA-ROW segment) and further expand our network.

### **Other (Income) Expense:**

Other (income) expense and percent change for the three and six month periods ended June 30, 2014 and 2013 were as follows (*in thousands, except for percent change*):

	For the Three Months		% Change 2014 over 2013
	Ended June 30,		
	2014	2013	
Interest income	\$ (9)	\$ (14)	(35.7%)
Interest expense	7,381	10,370	(28.8%)
Fair value derivative adjustment	—	36,305	(100.0%)
Other expense (income)	23	(1)	n/a
Total	<u>\$ 7,395</u>	<u>\$ 46,660</u>	<u>(84.2%)</u>

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	For the Six Months Ended June 30,		% Change 2014 over 2013
	2014	2013	
Interest income	\$ (24)	\$ (33)	(27.3%)
Interest expense	14,629	14,290	2.4%
Fair value derivative adjustment	—	36,305	(100.0%)
Other expense	63	—	n/a
Total	<u>\$14,668</u>	<u>\$50,562</u>	<u>(71.0%)</u>

Other expense was \$7.4 million and \$14.7 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$46.7 million and \$50.6 million, respectively, for the prior year periods. The three and six month periods ended June 30, 2013 included fair value derivative adjustments associated with the liquidation preference in our previously outstanding Class A Senior Convertible Preferred Stock, which provided for a minimum return upon a Deemed Liquidation Event such as our Initial Public Offering which occurred in June 2013. We had no such activity in the current year. The decrease in interest expense during the three month period ended June 30, 2014 versus the prior year period was due to \$3.0 million of fees incurred but not paid directly to the lenders in connection with the Amended Senior Term Facility during the three month period ended June 30, 2013, while the current year period included no such activity. See Note 9, "Interest Costs" in our unaudited condensed consolidated financial statements for additional information related to our interest expense.

We expect our interest expense to increase in 2014 due to higher average debt outstanding in 2014 than in 2013 as a result of the amendments to the Senior Term Facility that we entered into on April 4, 2013 and July 30, 2014. See Note 8, "Long-Term Debt and Other Liabilities," in our unaudited condensed consolidated financial statements for additional information. Interest expense will also increase due to additional amortization of deferred financing costs. See "— Liquidity and Capital Resources" for additional information regarding the Amended Senior Term Facility.

### Income Taxes:

The effective income tax rate for the three and six month periods ended June 30, 2014 was (2.1%) and (1.9%), respectively, as compared with (0.5%) and (0.8%), respectively, for the prior year periods. Income tax expense recorded in each period was similar, with differences in pre-tax income causing the change in the effective tax rate. The difference between our effective tax rates and the U.S. federal statutory rate of 35% for the three month periods ended June 30, 2014 and 2013 was primarily due to the recording of a valuation allowance against our net deferred tax assets which is excluded from taxable income (loss).

We expect our income tax provision to increase in future periods to the extent we become profitable.

### Non-GAAP Measures

In our discussion below, we discuss certain non-GAAP financial measurements, including Adjusted EBITDA, Adjusted Net Loss, Adjusted Net Loss Per Share and Cash CAPEX as defined below. Management uses Adjusted EBITDA and Cash CAPEX for business planning purposes, including managing our business against internally projected results of operations and measuring our performance and liquidity. Management prepares Adjusted Net Loss and Adjusted Net Loss Per Share for investors, securities analysts and other users of our financial statements for use in evaluating our performance under our current capital structure. These supplemental performance measures also provide another basis for comparing period to period results by excluding potential differences caused by non-operational and unusual or non-recurring items. These supplemental performance measurements may vary from and may not be comparable to similarly titled measures by other companies. Adjusted EBITDA, Adjusted Net Loss, Adjusted Net Loss Per Share and Cash CAPEX are not recognized measurements under accounting principles generally accepted in the United States, or GAAP, and when analyzing our performance or liquidity, as applicable, investors should (i) evaluate each adjustment in our reconciliation to net loss attributable to common stock, and the explanatory footnotes regarding those adjustments, (ii) use Adjusted EBITDA, Adjusted Net Loss and Adjusted Net Loss Per Share in addition to, and not as an alternative to, net loss attributable to common stock as a measure of operating results, and (iii) use Cash CAPEX in addition to, and not as an alternative to, consolidated capital expenditures when evaluating our liquidity.

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### *Definition and Reconciliation of Non-GAAP Measures*

EBITDA represents net income (loss) attributable to common stock before income taxes, interest income, interest expense, depreciation expense and amortization of other intangible assets.

Adjusted EBITDA represents EBITDA adjusted for (i) fair value derivative adjustments, (ii) preferred stock dividends, (iii) accretion of preferred stock, (iv) stock-based compensation expense, (v) amortization of deferred airborne lease incentives and (vi) write off of deferred equity financing costs. Our management believes that the use of Adjusted EBITDA eliminates items that, management believes, have less bearing on our operating performance, thereby highlighting trends in our core business which may not otherwise be apparent. It also provides an assessment of controllable expenses, which are indicators management uses to determine whether current spending decisions need to be adjusted in order to meet financial goals and achieve optimal financial performance.

More specifically, we believe the exclusion of fair value derivative adjustments, Class A and Class B senior convertible preferred stock return and accretion of preferred stock from Adjusted EBITDA is appropriate because we do not believe such items are indicative of ongoing operating performance due to their non-recurring nature as a result of the conversion of all shares of preferred stock into shares of common stock upon consummation of our IPO in June 2013.

Additionally, we believe the exclusion of stock-based compensation expense from Adjusted EBITDA is appropriate given the significant variation in expense that can result from using the Black-Scholes model to determine the fair value of such compensation. The fair value of our stock options as determined using the Black-Scholes model varies based on fluctuations in the assumptions used in this model, including inputs that are not necessarily directly related to the performance of our business, such as the expected volatility, the risk-free interest rate, the expected life of the options and future dividends to be paid by the Company. Therefore, we believe the exclusion of this cost provides a clearer view of the operating performance of our business. Further, stock option grants made at a certain price and point in time do not necessarily reflect how our business is performing at any particular time. While we believe that investors should have information about any dilutive effect of outstanding options and the cost of that compensation, we also believe that stockholders should have the ability to consider our performance using a non-GAAP financial measure that excludes these costs and that management uses to evaluate our business.

We believe the exclusion of the amortization of deferred airborne lease incentives from Adjusted EBITDA is useful as it allows an investor to view operating performance across time periods in a manner consistent with how management measures segment profit and loss (see Note 14 “Business Segments and Major Customers” for a description of segment profit (loss) in our unaudited condensed consolidated financial statements). Management evaluates segment profit and loss in this manner, excluding the amortization of deferred airborne lease incentives, because such presentation reflects operating decisions and activities from the current period, without regard to the prior period decision or the form of connectivity agreements. See “—Key Components of Consolidated Statements of Operations—Cost of Service Revenue—Commercial Aviation North America” in our 2013 10-K for a discussion of the accounting treatment of deferred airborne lease incentives.

We believe it is useful to an understanding of our operating performance to exclude write off of deferred equity financing costs from Adjusted EBITDA because of the non-recurring nature of this charge.

We also present Adjusted EBITDA as a supplemental performance measure because we believe that this measure provides investors, securities analysts and other users of our financial statements with important supplemental information with which to evaluate our performance and to enable them to assess our performance on the same basis as management.

Adjusted Net Loss represents net loss attributable to common stock before fair value derivative adjustments, Class A and Class B senior convertible preferred stock return and accretion of preferred stock. We present Adjusted Net Loss to eliminate the impact of such items because we do not consider those indicative of ongoing operating performance due to their non-recurring nature as a result of the conversion of all shares of preferred stock into shares of common stock in connection with our IPO in June 2013.

Adjusted Net Loss Per Share represents net loss attributable to common stock per share—basic and diluted, adjusted to reflect the number of shares of common stock outstanding as of June 30, 2014 under our current capital structure, after giving effect to the initial public offering and the corresponding conversion of shares of preferred stock outstanding. We present Adjusted Net Loss Per Share to provide investors, securities analysts and other users of our financial statements with important supplemental information with which to evaluate our performance considering our current capital structure and the shares outstanding following our IPO on a consistent basis.

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Cash CAPEX represents capital expenditures net of airborne equipment proceeds received from the airlines. We believe Cash CAPEX provides a more representative indication of our liquidity requirements with respect to capital expenditures, as under certain agreements with our airline partners we are reimbursed for all or a substantial portion of the cost of our airborne equipment, thereby reducing our cash capital requirements.

**Gogo Inc. and Subsidiaries**  
**Reconciliation of GAAP to Non-GAAP Measures**  
*(in thousands, except per share amounts)*  
*(unaudited)*

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2014	2013	2014	2013
<b>Adjusted EBITDA:</b>				
Net loss attributable to common stock (GAAP)	\$(18,662)	\$(72,578)	\$(35,528)	\$(105,028)
Interest expense	7,381	10,370	14,629	14,290
Interest income	(9)	(14)	(24)	(33)
Income tax provision	389	267	662	542
Depreciation and amortization	14,882	13,709	30,569	27,554
EBITDA	3,981	(48,246)	10,308	(62,675)
Fair value derivative adjustments	—	36,305	—	36,305
Class A and Class B senior convertible preferred stock return	—	13,994	—	29,277
Accretion of preferred stock	—	2,595	—	5,285
Stock-based compensation expense	2,214	905	3,818	1,783
Amortization of deferred airborne lease incentives	(3,091)	(1,764)	(5,688)	(3,336)
Adjusted EBITDA	<u>\$ 3,104</u>	<u>\$ 3,789</u>	<u>\$ 8,438</u>	<u>\$ 6,639</u>
<b>Adjusted Net Loss and Adjusted Net Loss Per Share:</b>				
Net loss attributable to common stock (GAAP)	\$(18,662)	\$(72,578)	\$(35,528)	\$(105,028)
Fair value derivate adjustments	—	36,305	—	36,305
Class A and Class B senior convertible preferred stock return	—	13,994	—	29,277
Accretion of preferred stock	—	2,595	—	5,285
Adjusted Net Loss	<u>\$(18,662)</u>	<u>\$(19,684)</u>	<u>\$(35,528)</u>	<u>\$ (34,161)</u>
Basic and diluted weighted average shares outstanding (GAAP)	85,085	14,585	85,040	10,694
Adjustment of shares to our current capital structure	—	70,500	—	74,346
Adjusted shares outstanding	<u>85,085</u>	<u>85,085</u>	<u>85,040</u>	<u>85,040</u>
Adjusted Net Loss Per Share – basic and diluted	<u>\$ (0.22)</u>	<u>\$ (0.23)</u>	<u>\$ (0.42)</u>	<u>\$ (0.40)</u>
<b>Cash CAPEX:</b>				
Consolidated capital expenditures (GAAP) <sup>(1)</sup>	\$(32,891)	\$(32,611)	\$(68,986)	\$ (66,109)
Change in deferred airborne lease incentives <sup>(2)</sup>	2,923	2,009	7,888	6,795
Amortization of deferred airborne lease incentives <sup>(2)</sup>	3,040	1,764	5,530	3,336
Cash CAPEX	<u>\$(26,928)</u>	<u>\$(28,838)</u>	<u>\$(55,568)</u>	<u>\$ (55,978)</u>

(1) See unaudited condensed consolidated statements of cash flows.

(2) Excludes deferred airborne lease incentives and related amortization associated with STCs for the three and six months ended June 30, 2014 as STC costs are expensed as incurred as part of Engineering, Design and Development.

*Material limitations of Non-GAAP measures*

Although EBITDA, Adjusted EBITDA, Adjusted Net Loss, Adjusted Net Loss Per Share and Cash CAPEX are measurements frequently used by investors and securities analysts in their evaluations of companies, EBITDA, Adjusted EBITDA, Adjusted Net Loss, Adjusted Net Loss Per Share and Cash CAPEX each have limitations as an analytical tool, and you should not consider them in isolation or as a substitute for, or more meaningful than, amounts determined in accordance with GAAP.

Some of these limitations are:

- EBITDA and Adjusted EBITDA do not reflect interest income or expense;

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- EBITDA and Adjusted EBITDA do not reflect cash requirements for our income taxes;
- EBITDA and Adjusted EBITDA do not reflect depreciation and amortization, which are significant and unavoidable operating costs given the level of capital expenditures needed to maintain our business;
- Adjusted EBITDA does not reflect non-cash components related to employee compensation;
- Adjusted Net Loss and Adjusted Net Loss Per Share do not reflect our preferred stock related components or the actual outstanding common shares of our then existing capital structure for the periods presented;
- Cash CAPEX does not reflect the full extent of capital investments we have made in our operations; and
- other companies in our or related industries may calculate these measures differently from the way we do, limiting their usefulness as comparative measures.

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**Liquidity and Capital Resources**

The following table presents a summary of our cash flow activity for the periods set forth below (*in thousands*):

	For the Six Months Ended June 30,	
	2014	2013
Net cash provided by (used in) operating activities	\$ 3,238	\$ (2,679)
Net cash used in investing activities	(71,454)	(74,960)
Net cash provided by (used in) financing activities	(2,027)	277,242
Effect of foreign exchange rate changes on cash	64	(25)
Net increase (decrease) in cash and cash equivalents	(70,179)	199,578
Cash and cash equivalents at the beginning of period	266,342	112,576
Cash and cash equivalents at the end of period	<u>\$196,163</u>	<u>\$312,154</u>

We have historically financed our growth and cash needs primarily through the issuance of common stock, non-convertible debt, senior convertible preferred stock, convertible debt, term facilities and cash from operating activities.

*Senior Term Facility:*

On July 30, 2014, Gogo Intermediate Holdings LLC, Aircell Business Aviation Services LLC (“ABAS”), and Gogo LLC, (the “Borrowers”) entered into an Amendment and Restatement Agreement (the “Amendment”) to the Amended Senior Term Facility. We refer to the Amendment and the Amended Senior Term Facility collectively as the “Amended and Restated Senior Term Facility.”

Prior to the Amendment, under the Amended Senior Term Facility we borrowed an aggregate principal amount of \$248.0 million (the “Tranche B-1 Loans”), of which \$237.7 million was outstanding as of June 30, 2014. Pursuant to the Amendment, we borrowed an additional principal amount of \$75.0 million (the “Tranche B-2 Loans” and, together with the Tranche B-1 Loans, the “Loans”). We received net cash proceeds from the Tranche B-2 Loans of \$72.6 million following the payment of debt issuance fees of \$2.4 million.

See Note 8, “Long-Term Debt and Other Liabilities” in our unaudited condensed consolidated financial statements for additional information.

Maturity: Prepayments

In connection with the Amendment, the maturity date of the Amended and Restated Senior Term Facility was extended to March 21, 2018. Principal payments of \$1.7 million are due on the last day of each calendar quarter through December 31, 2017, with the remaining unpaid principal amount due and payable at maturity on March 21, 2018.

The credit agreement executed in connection with our Amended and Restated Senior Term Facility provides for mandatory prepayments and the ability to make optional prepayments. Based on historical and current expectations regarding cash flow generation, the credit agreement was structured to provide that any mandatory prepayments will be calculated based on the excess cash flows (as defined in the credit agreement) of ABAS only. This calculation is made at the end of each fiscal year beginning with the year ended December 31, 2013, with any required payments due no later than the 95<sup>th</sup> day following the end of the applicable fiscal year, and is based on ABAS’ debt leverage ratio. A leverage ratio of 3.25x or higher will trigger a mandatory prepayment of 50% of excess cash flows for the year, a leverage ratio of 2.0x or higher but less than 3.25x will trigger a mandatory prepayment of 25% of excess cash flows for the year and a leverage ratio of less than 2.0x will not trigger any mandatory prepayment of excess cash flows. The amount of any required mandatory prepayments will be reduced by the amount of any optional prepayments made during the applicable fiscal year. In the event actual results or a change in estimates trigger the mandatory prepayment, such prepayment amount will be reclassified from non-current liabilities to current liabilities in our consolidated balance sheets. We had no such mandatory prepayment classified as a current liability as of June 30, 2014.

We may voluntarily prepay the loans subject to conditions, prices and premiums as follows:

- (i) On and prior to December 21, 2015 we may prepay the loans at par plus (a) 3.0% of the principal amount of the loans prepaid and (b) a “make whole” premium based on a discounted present value of the interest and principal payments due on such prepaid loans through December 21, 2015;



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- (ii) After December 21, 2015 but prior to December 21, 2016, we may prepay the loans at par plus 3.0% of the principal amount of loans prepaid;
- (iii) On and after December 21, 2016, we may prepay the loans at par.

### Interest; Fees

The interest rates applicable to the Tranche B-2 Loans are based on a fluctuating rate of interest measured by reference, at ABAS' option, to either (i) a London inter-bank offered rate adjusted for statutory reserve requirements ("LIBOR") (subject to a 1.00% floor) plus an applicable margin of 6.50% per annum, or (ii) an alternate base rate ("Base Rate") (subject to a 2.00% floor) plus an applicable margin of 5.50% per annum. The interest rates applicable to the Tranche B-1 Loans under the Amended and Restated Senior Term Facility, which remain unchanged from the interest rates applicable under the Amended Senior Term Facility, are based on a fluctuating rate of interest measured by reference, at ABAS' option, to either (i) LIBOR (subject to a 1.50% floor) plus an applicable margin of 9.75% per annum, or (ii) Base Rate (subject to a 2.50% floor) plus an applicable margin of 8.75% per annum. We will pay customary fees in respect of the Amended and Restated Senior Term Facility.

We paid \$19.6 million of loan origination fees and financing costs related to the Amended Senior Term Facility, all but \$3.0 million of which has been accounted for as deferred financing costs. The \$3.0 million of fees that were not accounted for as deferred financing costs were fees not paid directly to the lenders in connection with the amendment in April 2013 and were expensed to interest expense. See Note 8, "Interest Costs," in our unaudited condensed consolidated financial statements for additional details. Total amortization expense of the deferred financing costs was \$0.9 million and \$1.7 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$0.8 million and \$1.2 million, respectively, for the prior year periods. Amortization expense is included in interest expense in the unaudited condensed consolidated statements of operations. As of June 30, 2014, the balance of unamortized deferred financing costs related to the Amended Senior Term Facility was \$11.3 million, which was included as a separate line in our unaudited condensed consolidated balance sheets.

### Covenants

The Amended and Restated Senior Term Facility contains a number of covenants that, among other things, limit or restrict the ability of the borrowers and the guarantors to dispose of assets, incur or guarantee additional indebtedness, prepay certain subordinated indebtedness, modify certain terms of certain material agreements (including intercompany agreements), make dividends and other restricted payments, issue additional preferred stock, make investments (including a cap on investments in our international business during the term of the Amended and Restated Senior Term Facility), incur or maintain liens, make capital expenditures, engage in mergers and certain other fundamental changes, engage in certain transactions with affiliates, enter into sale-leaseback arrangements or enter into agreements restricting dividends or other distributions by subsidiaries to the borrowers or any of their subsidiaries.

### *Alaska Financing:*

On November 2, 2010, we entered into a \$4.1 million standby credit facility agreement (the "Alaska Facility") with Alaska Airlines, Inc. ("Alaska Airlines") to finance the construction of ATG network sites in Alaska. The Alaska Facility has a six-year term and an interest rate of 10% per annum, compounded and payable quarterly. As of June 30, 2014 and December 31, 2013, we had \$1.3 million and \$1.5 million, respectively, outstanding under the Alaska Facility. No further draws can be made under the Alaska Facility and principal amounts outstanding are payable in quarterly installments until November 12, 2016, or can be prepaid at any time without premium or penalty at our option. The Alaska Facility is secured by a first-priority interest in our cell tower leases and other personal property located at the cell sites in Alaska.

### *Letters of Credit:*

We maintain several letters of credit totaling \$7.9 million and \$5.4 million as of June 30, 2014 and December 31, 2013, respectively. Certain of the letters of credit require us to maintain restricted cash accounts in a similar amount, and are issued for the benefit of the landlords at our existing office locations in Itasca, Illinois; Bensenville, Illinois; and Broomfield, Colorado; our future office location in Chicago, Illinois; and our future location in Broomfield, Colorado.

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### *Liquidity:*

We believe that our near and long term liquidity needs will increase and that cash and cash equivalents on hand as of June 30, 2014, together with our other sources of cash, will be able to support our anticipated capital expenditures, as well as increased operating costs in connection with our international expansion. Although we can provide no assurances, we currently believe that cash and cash equivalents on hand (including the additional borrowings under the Amendment) should be sufficient to meet our working capital and capital expenditure requirements for at least the next twelve months, including upgrading certain aircraft operated by our airline partners to our ATG-4 service, costs related to international expansion and certain costs associated with satellite or other technologies. We have not generated positive cash flows on a consolidated basis, and our ability to do so will depend in large part on our ability to increase revenues in each of our three business segments. In addition, our ability to generate positive cash flows from operating activities and the timing of certain capital and other necessary expenditures are subject to numerous variables, such as the availability and costs associated with next-generation technologies and costs related to international expansion. We currently believe that cash on hand and, if necessary, additional equity financings or the incurrence of additional debt as permitted under the credit agreement governing our Amended and Restated Senior Term Facility, will be sufficient to meet our liquidity needs in the longer-term, including our anticipated international expansion. The credit agreement governing the Amended and Restated Senior Term Facility contains covenants that restrict the ability of Gogo Intermediate Holdings LLC, ABAS and Gogo LLC to incur additional indebtedness generally, subject to certain enumerated exceptions, and to undertake certain equity financings through the issuance of preferred stock. As a result, we may be unable to finance growth of our business to the extent that our cash on hand and cash generated through operating activities prove insufficient and we are unable to raise additional financing through the issuance of common equity or through permitted sales of preferred equity or debt.

### ***Cash flows provided by (used in) Operating Activities:***

The following table presents a summary of our cash flows from operating activities for the periods set forth below (*in thousands*):

	For the Six Months Ended June 30,	
	2014	2013
Net loss	\$(35,528)	\$(70,466)
Non-cash charges and credits	36,984	67,264
Changes in operating assets and liabilities	1,782	523
Net cash provided by (used in) operating activities	<u>\$ 3,238</u>	<u>\$ (2,679)</u>

For the six month period ended June 30, 2014, cash provided by operating activities was \$3.2 million as compared with cash used in operating activities of \$2.7 million for the prior year period. The principal contributors to the increase in operating cash flows were:

- A \$4.7 million increase in net loss adjusted for non-cash charges and credits that was due primarily to increases in the CA-NA and BA segments' service revenues partially offset by increased spending in all three segments, as noted above under "—Results of Operations," and
- a \$1.3 million increase in cash flows related to changes in operating assets and liabilities resulting from:
  - An increase in cash flows due to the following:
    - Changes in BA's working capital (primarily within accounts receivable, inventory and accounts payable) due primarily to the increase in equipment sales, the timing of inventory receipts and the timing of payments;
    - Changes in CA-ROW deferred airborne lease incentives due to the commencement of airborne equipment installations for the segment at the end of 2013 and additional installations in the first six months of 2014; and
    - Payment of satellite service deposits in CA-ROW during 2013 while no such payments were made in 2014.

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- Partial offsets to the above due to decreases in cash flows from the following:
  - Changes in CA-NA's working capital (primarily within accounts receivable, accounts payable, prepaid expenses and other current assets) due primarily to the increase in bonuses paid in the first six months of 2014 as compared with the first six months of 2013, the timing of payments to our vendors and the timing of collections from our airline partners;
  - Changes in CA-NA's deferred airborne lease incentives due to a decrease in the number of installations as compared with the prior year and an increase in the amortization of deferred airborne lease incentives;
  - Changes in CA-ROW's accounts receivable due to the commencement of airborne equipment shipments for the segment at the end of 2013 and additional shipments in the first six months of 2014; and
  - Changes in CA-NA's accrued revenue share due to increases in outstanding accrued revenue during the first six months of 2013 as compared to the first six months of 2014.

We anticipate cash flows from changes in operating assets and liabilities to be positively impacted in 2014 by increases in deferred airborne lease incentives and incentives payable to us by landlords under certain facilities leases, which we estimate will range from \$65 million to \$85 million for the year ended December 31, 2014.

### ***Cash flows used in Investing Activities:***

Cash used in investing activities is primarily for capital expenditures related to airborne equipment, cell site construction, software development, and data center upgrades. See "—Capital Expenditures" below.

Also included in investing activities for the six month period ended June 30, 2013 was \$9.3 million related to the Airfone acquisition. See Note 7, "Airfone Acquisition" in our 2013 10-K for additional information.

### ***Cash flows provided by (used in) Financing Activities:***

Cash used in financing activities for the six month periods ended June 30, 2014 was \$2.0 million primarily due to payments under our debt facilities as we have higher average debt outstanding in 2014 as compared with 2013, offset in part by the exercise of stock options.

Cash provided by financing activities for the six month period ended June 30, 2013 was \$277.2 million primarily due to proceeds from the IPO net of offering costs of \$173.4 million, proceeds from the Amended Senior Term Facility of \$113.0 million partially offset by \$7.0 million of related debt issuance costs, and principal payments on the Senior Term Facility and Alaska Facility of \$2.8 million.

## **Capital Expenditures**

Our operations continue to require significant capital expenditures for technology, equipment, capacity expansion and upgrades. A substantial portion of the capital expenditures by the CA-NA segment is associated with installation and the supply of airborne equipment to our airline partners, which correlates directly to the roll out and/or upgrade of service to our airline partners' fleets. Capital spending is also associated with the expansion of our ATG network and data centers and includes site acquisition, design, permitting, network equipment and construction costs. Capital expenditures related to data centers are for additional equipment such as servers and IP routers. We also capitalize software development costs related to network technology solutions, the Gogo platform and new product/service offerings.

Capital expenditures for the six month periods ended June 30, 2014 and 2013 were \$69.0 million and \$66.1 million, respectively. The increase in capital expenditures was due to an increase in airborne equipment purchases for the CA-ROW segment and investments in our ATG network.

We anticipate an increase in capital spending in 2014 and estimate capital expenditures for the year ended December 31, 2014 will range from \$170 million to \$210 million as we increase the number of airborne equipment installations, execute our international expansion strategy, upgrade certain aircraft operated by our airline partners to ATG-4 and start the build out of our new office facilities. We expect our capital expenditures, net of deferred airborne lease incentives and landlord lease incentives as noted above, for the year ended December 31, 2014 to range from \$105 million to \$125 million.

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*Contractual Commitments:* We have agreements with airborne equipment vendors under which we have remaining commitments to purchase \$7.8 million in satellite based systems and development services as of June 30, 2014. Such commitments will become payable as we receive the equipment and are provided the development services.

We have agreements with vendors to provide us with transponder and teleport satellite services. These agreements vary in length and amount and commit us to purchase transponder and teleport satellite services totaling approximately \$15.2 million in 2014 (July through December), \$32.9 million in 2015, \$33.1 million in 2016, \$31.7 million in 2017, \$15.2 million in 2018 and an amount less than \$0.1 million in 2019.

*Leases and Cell Site Contracts:* We have lease agreements relating to certain facilities and equipment, which are considered operating leases. Rent expense for such operating leases was \$2.3 million and \$4.0 million for the three and six month periods ended June 30, 2014, respectively, as compared with \$1.5 million and \$2.8 million, respectively, for the prior year periods. Additionally, we have operating leases with wireless service providers for tower space and base station capacity on a volume usage basis (“cell site leases”), some of which provide for minimum annual payments. Our cell site leases generally provide for an initial noncancelable term of up to five years with up to four five-year renewal options. Total cell site rental expense was \$2.1 million and \$4.3 million for the three and six month periods ended June 30, 2014, respectively, as compared to \$1.9 million and \$3.6 million, respectively, for the prior year periods.

The revenue share paid to the airlines represents an operating lease payment and is deemed to be contingent rental payments, as the payments due to each airline are based on a percentage of our CA-NA and CA-ROW service revenue generated from that airline’s passengers, which is unknown until realized. As such, we cannot estimate the lease payments due to an airline at the commencement of our contract with such airline. Rental expense related to the arrangements with commercial airlines included in cost of service revenue is primarily comprised of these revenue share payments offset by the amortization of the deferred airborne lease incentive discussed above. Such rental expense totaled a net charge of \$9.9 million and \$19.8 million for the three and six month periods ended June 30, 2014, respectively, as compared to \$8.3 million and \$15.4 million, respectively, for the prior year periods. See Note 10, “Leases,” in our unaudited condensed consolidated financial statements for additional information.

One contract with one of our airline partners requires us to provide our airline partner with a cash rebate of \$1.8 million in June 2014 and, if our service is available on a specified number of aircraft in such airline partner’s fleet on the preceding December 31, in June of each year from 2015 through 2023. The annual cash rebate payment as of June 30, 2014 has yet to be made.

*Indemnifications and Guarantees:* In accordance with Delaware law, we indemnify our officers and directors for certain events or occurrences while the officer or director is, or was, serving at our request in such capacity. The maximum potential amount of future payments we could be required to make under this indemnification is uncertain and may be unlimited, depending upon circumstances. However, our Directors’ and Officers’ insurance does provide coverage for certain of these losses.

In the ordinary course of business we may occasionally enter into agreements pursuant to which we may be obligated to pay for the failure of performance of others, such as the use of corporate credit cards issued to employees. Based on historical experience, we believe that the risk of sustaining any material loss related to such guarantees is remote.

We have entered into a number of agreements, including our agreements with commercial airlines, pursuant to which we indemnify the other party for losses and expenses suffered or incurred in connection with any patent, copyright, or trademark infringement or misappropriation claim asserted by a third party with respect to our equipment or services. The maximum potential amount of future payments we could be required to make under these indemnification agreements is uncertain and is typically not limited by the terms of the agreements.

**ITEM 3. Quantitative and Qualitative Disclosures About Market Risk**

Our exposure to market risk is currently confined to our cash and cash equivalents and our debt. We have not used derivative financial instruments for speculation or trading purposes. The primary objective of our investment activities is to preserve our capital for the purpose of funding operations while at the same time maximizing the income we receive from our investments without significantly increasing risk. To achieve these objectives, our investment policy allows us to maintain a portfolio of cash equivalents and short-term investments through a variety of securities, including commercial paper, certificates of deposit, money market funds and corporate debt securities. Our cash and cash equivalents as of June 30, 2014 and December 31, 2013 included amounts in bank checking account and liquid certificates of deposit with short term maturities. We believe that a change in average interest rates would not adversely affect our interest income and results of operations by a material amount.

The risk inherent in our market risk sensitive instruments and positions is the potential loss arising from interest rates as discussed below. The sensitivity analyses presented do not consider the effects that such adverse changes may have on the overall economic activity, nor do they consider additional actions we may take to mitigate our exposure to such changes. Actual results may differ.

*Interest:* Our earnings are affected by changes in interest rates due to the impact those changes have on interest income generated from our cash and cash equivalents and interest expense on our long-term debt. Our cash and cash equivalents as of June 30, 2014 and December 31, 2013 included amounts in bank checking accounts and liquid certificates of deposit. We believe we have minimal interest rate risk; a 10% change in the average interest rate on our portfolio, would have reduced interest income and increased interest expense for the three and six month periods ended June 30, 2014 and 2013 by an immaterial amount.

*Fixed Rate Debt:* On June 30, 2014 and December 31, 2013, we had \$1.3 million and \$1.5 million aggregate principal amount of fixed rate debt outstanding under the Alaska Facility, respectively, which approximated fair value. If interest rates were 10% higher than the stated rate, the fair value of the Alaska Financing would have changed by an immaterial amount as of June 30, 2014 and December 31, 2013.

*Variable Rate Debt:* On June 30, 2014 and December 31, 2013, we had \$237.7 million and \$240.8 million aggregate principal amount outstanding under the Amended Senior Term Facility, respectively. The Amended Senior Term Facility bears interest at variable rates measured by reference to either (i) an adjusted LIBO Rate (adjusted for statutory reserve requirements and subject to a floor of 1.5%), plus a borrowing margin of 9.75%, or (ii) an alternate base rate (subject to a floor of 2.5%), plus a borrowing margin of 8.75%. As a result, increases in interest rates would increase the cost of servicing our Amended Senior Term Facility and could materially reduce our profitability and cash flows. As of June 30, 2014, the LIBO Rate was more than 100 basis points below the floor described above. As a result, the fair value of the Senior Term Facility will not change until both the LIBO Rate and the applicable base rate exceeds the applicable floors. However, if the interest rate of 11.25% were to increase or decrease by 100 basis points, the fair value of the Amended Senior Term Facility would increase or decrease by approximately \$6.2 million.

*Inflation:* We do not believe that inflation has had a material effect on our results of operations. However, there can be no assurance that our business will not be affected by inflation in the future.

*Seasonality:* Our results of operations for any interim period are not necessarily indicative of those for any other interim period or for the entire year because the demand for air travel, including business travel, is subject to significant seasonal fluctuations. We generally expect overall passenger opportunity to be greater in the second and third quarters compared to the rest of the year due to an increase in leisure travel offset in part by a decrease in business travel during the summer months and holidays. We expect seasonality of the air transportation business to continue, which may affect our results of operations in any one period.

**ITEM 4. Controls and Procedures**

(a) Evaluation of Disclosure Controls and Procedures

Management, with the participation of our Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended) as of June 30, 2014. Based upon this evaluation, our Chief Executive Officer and the Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of June 30, 2014.

(b) Changes in Internal Control over Financial Reporting

There have been no material changes to our internal control over financial reporting in connection with the evaluation required by Rules 13a-15(f) and 15d-15(f) under the Exchange Act during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II. OTHER INFORMATION**

### **ITEM 1. Legal Proceedings**

In May 2012, Innovatio IP Ventures, LLC filed suit in the United States District Court for the Northern District of Illinois against a number of defendants, including Delta Airlines and AirTran Airways, for alleged infringement of several patents in the field of wireless local area networking. AirTran and Delta requested indemnification from us and we in turn sought indemnification from certain of our equipment vendors. In May 2014 the suits against AirTran and Delta were dismissed with prejudice.

On October 4, 2012, James Stewart filed suit against us in the United States District Court for the Northern District of California on behalf of putative classes of national purchasers and a subclass of California purchasers of our service, alleging claims for monopolization and exclusive dealing under the federal antitrust laws and California state antitrust and unfair practices laws related to the Gogo service offered through our domestic commercial airline partners. On June 12, 2014, the case was dismissed with prejudice.

On February 12, 2014, Go Go Techs, Inc. filed suit against us in the United States District Court for the Central District of California for alleged infringement of common law trademarks and alleged violations of federal and state unfair competition and other laws. On July 22, 2014, the case was dismissed with prejudice.

On February 13, 2014, Carucel Investments, LP filed suit against us in the United States District Court for the Southern District of Florida alleging infringement of several patents in the field of mobile communication systems and seeking unspecified damages and injunctive relief. On July 28, 2014, the plaintiff filed an amended complaint naming Delta Air Lines, American Airlines and several Business Aviation dealers as additional defendants and adding an additional patent to the list of patents we and other defendants are allegedly infringing. We are obligated under our contracts to indemnify our co-defendants for defense costs and any damages arising from the suit. We have not accrued any liability related to this matter because, due to the early stage of the litigation, the strength of our defenses and a range of possible loss, if any, cannot be determined. Based on currently available information, we believe we have strong defenses and intend to defend this lawsuit vigorously, but the outcome of this matter is inherently uncertain and may have a material adverse effect on our financial position, results of operations and cash flows.

On February 25, 2014, Adam Berkson filed suit against us in the United States District Court for the Eastern District of New York, on behalf of putative classes of national purchasers and a subclass of New York purchasers of our connectivity service, alleging claims that we violated New York and other consumer protection laws, as well as an implied covenant of good faith and fair dealing, by misleading consumers about recurring charges for our service. The suit seeks unspecified damages. We have not accrued any liability related to this matter because, due to the early stage of the litigation, the strength of our defenses and a range of possible loss, if any, cannot be determined. Based on currently available information, we believe we have strong defenses and intend to defend this lawsuit vigorously, but the outcome of this matter is inherently uncertain and may have a material adverse effect on our financial position, results of operations and cash flows.

In addition to the matters discussed above, from time to time we may become involved in legal proceedings arising in the ordinary course of our business. We cannot predict with certainty the outcome of any litigation or the potential for future litigation. Regardless of the outcome of any particular litigation and the merits of any particular claim, litigation can have a material adverse impact on our company due to, among other reasons, any injunctive relief granted, which could inhibit our ability to operate our business, amounts paid as damages or in settlement of any such matter, diversion of management resources and defense costs.

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**ITEM 1A. Risk Factors**

There have been no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2013 as filed with the SEC on March 14, 2014.

**ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

*a) Sales of Unregistered Securities*

None.

*b) Use of Proceeds from Public Offering of Common Stock*

On June 20, 2013, our registration statement on Form S-1 (File No. 333-178727) was declared effective by the Securities and Exchange Commission for our IPO, pursuant to which we sold an aggregate of 11,000,000 shares of our common stock at a price of \$17.00 per share. There has been no material change in the planned use of proceeds from our IPO as described in our prospectus filed with the Securities and Exchange Commission on June 24, 2013 pursuant to Rule 424(b). Upon the closing of the IPO, we invested the funds received in registered money market funds and U.S. treasury securities.

*c) Issuer Purchases of Equity Securities*

Not applicable.

**ITEM 3. Defaults Upon Senior Securities.**

None.

**ITEM 4. Mine Safety Disclosures**

None.

**ITEM 5. Other Information.**

*a)* None.

*b)* None.



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**ITEM 6. Exhibits.**

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
10.1.52†	Amendment Two to Third Amended and Restated In-Flight Connectivity Services Agreement, dated May 30, 2014, between American Airlines, Inc. and Gogo LLC
10.1.53†	Amended and Restated Manufacturing Services and Product Supply Agreement, dated May 19, 2014 between Qualcomm Technologies, Inc. and Gogo LLC
10.9.4	Amendment and Restatement Agreement, dated July 30, 2014, among Gogo Intermediate Holdings LLC, Aircell Business Aviation Services LLC and Gogo LLC, as Borrowers, the several lenders from time to time parties thereto, and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent (incorporated by reference to Exhibit 10.9.4 to Form 8-K filed on August 1, 2014 (File No. 001-35975))
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1 *	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2 *	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

† Certain provisions of this exhibit have been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.

\* This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

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**SIGNATURES**

Pursuant to the requirements of the Securities and Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 11, 2014

Gogo Inc.

/s/ Michael Small

Michael Small  
President and Chief Executive Officer  
(Principal Executive Officer)

/s/ Norman Smagley

Norman Smagley  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

THE USE OF THE FOLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [\*\*\*]

**AMENDMENT TWO TO THIRD AMENDED AND RESTATED IN-FLIGHT CONNECTIVITY SERVICES AGREEMENT**

This Amendment Two (this "Amendment") to Third Amended and Restated In-Flight Connectivity Services Agreement, dated as of September 13, 2012 (as amended by Amendment One thereto dated as of September 13, 2012, the "Original Agreement"), by and between American Airlines, Inc. ("American") and Gogo LLC ("Gogo" or "Supplier") is made and entered into this 30th day of May, 2014 (the "Execution Date").

**WHEREAS**, American and Gogo desire to amend the terms of the Original Agreement to add certain regional jet aircraft to the scope of coverage thereunder, to reflect certain agreed-upon terms with respect to the installation of Gogo equipment and provision of Gogo services on such aircraft and to make other agreed upon changes;

**NOW, THEREFORE**, in consideration of the foregoing premises and the covenants contained herein, American and Gogo agree as follows:

1. **Amendment.** As of the Execution Date, the Original Agreement is hereby amended as follows:
  - a. Section 1.2 is amended by deleting it in its entirety and replacing it with the following:

"**ABS Equipment**" means the line replaceable units and other equipment, including Software and consumable and expendable parts, set forth in (i) **Exhibit B** for all Fleet Types other than the Regional Jet Fleet and (ii) **Exhibit B-1** for the Regional Jet Fleet (and accompanying Manuals) that Gogo installs, or provides for American to install, on the American A/C for the provision of the Aircell Broadband Services (ABS), but for the avoidance of doubt does not include Services or any American Equipment."
  - b. Section 1.4 is amended by adding the phrase ", the Regional Jet Fleet" after the phrase "the 757 Fleet".

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

- c. Section 1.7 is amended by adding the phrase “but shall not include any American Equipment” at the end of the first sentence thereof.
- d. The following language is added as a new Section 1.8.1 in the Original Agreement:  
“**American Equipment**” means the installation kit that American provides and installs on the Regional Jet Fleet.”
- e. Section 1.9 is amended by adding the phrase “, the American Equipment,” after the phrase “American’s A/C”.
- f. Section 1.20 is amended by adding the phrase “, the Regional Jet Fleet” after the phrase “the 757 Fleet”.
- g. The following language is added as a new Section 1.25.1 in the Original Agreement:  
“**Initial Regional Jet Fleet**” means the PSA CRJ900 A/C listed on Exhibit A-5.
- h. The following language is added as a new Section 1.37.1 in the Original Agreement:  
“**Regional Jet Fleet**” means the Initial Regional Jet Fleet and any other regional jets that are added to this Agreement as Additional Aircraft.”
- i. The following language is added as a new Section 1.30.1 in the Original Agreement:  
“**Operator**” means the operator of a regional jet owned or operated on behalf of American and specifically listed on Exhibit A-5 on which American elects to install or have installed ABS Equipment pursuant to Section 8.1.3 or Section 8.1.4.
- j. Section 1.41 is amended by deleting it in its entirety and replacing it with the following:  
“**Shipset**” shall mean all ABS Equipment and Software required to implement and activate the Aircell Broadband System on American’s Aircraft, as listed in (i) Exhibit B for all Fleet Types other than the Regional Jet Fleet and (ii) Exhibit B-1 for the Regional Jet Fleet.”

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

- k. Section 1.43 is amended by deleting it in its entirety and replacing it with the following:  
“**Software**” means any operating or application software contained with the ABS Equipment that is provided to American by Gogo or by Gogo’s suppliers, as listed in (i) **Exhibit B** for all Fleet Types other than the Regional Jet Fleet and (ii) **Exhibit B-1** for the Regional Jet Fleet, including without limitation the web page portal developed by Gogo by which passengers on the Retrofit A/C will access the internet.”
- l. Section 1.54 is amended by adding the phrase “[\*\*\*]” after the phrase “[\*\*\*]”.
- m. Section 2.5 is amended by (i) deleting the phrase “Exhibit A-4” in the first sentence thereof and replacing it with the phrase “Exhibit R-1” and (ii) adding the following as the second and third sentences thereof:  
“[\*\*\*].”
- n. The first sentence of Section 3.2.6 is amended by deleting it in its entirety and replacing it with the following:  
“[\*\*\*]”
- o. Sections 3.27 and 3.28 are amended by adding the phrase “or **Exhibit C-1**, as applicable” following the phrase “**Exhibit C**” wherever it is used.

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

- p. The text currently comprising Section 3.6 is amended by (i) moving it to a newly created Section 3.6.1 with the heading “**Mainline Aircraft**” and (ii) adding the following as a new Section 3.6.2:  
[\*\*\*]”
- r. The third and final sentence of Section 5 is amended by adding the phrase “[\*\*\*]” after the phrase “[\*\*\*]”.
- s. The text currently comprising Section 5.2 is amended by (i) moving it to a newly created Section 5.2.1 with the heading “**Mainline A/C**”, (ii) adding the following language as the fourth to last sentence thereof:  
“[\*\*\*]”,  
and (iii) adding the following as the last sentence thereof:  
“[\*\*\*]”
- t. The following is added as a new Section 5.2.2:  
**Initial Regional Jet Fleet**. Gogo agrees to sell and deliver to American and American agrees to purchase and accept from Gogo under this Agreement, for installation on the Initial Regional Jet Fleet, [\*\*\*].  
Section 5.3.3 is amended by adding the following language after each use of the phrase “[\*\*\*]”:  
“[\*\*\*]”.
- u. Section 6.4 is amended by deleting it in its entirety and replacing it with the following:  
“[\*\*\*].”
- v. Section 8.1.1.2 is amended by (i) adding the phrase “, other than, with respect to the Initial Regional Jet Fleet, the American Equipment,” after the phrase “Retrofit Aircraft” in the first sentence, and (ii) inserting the phrase “With the exception of the Initial Regional Jet Fleet,” at the beginning of the second sentence.
- w. Sections 8.1.1.3 and 8.1.1.4 are amended by adding the following as the last sentence of each such section:  
“This section shall not apply to any A/C in the Initial Regional Jet Fleet.”

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

- y. Section 8.1.3.2 is amended by (i) moving the existing text of such section to a new Section 8.1.3.2.1 with the heading “**Mainline A/C**” and (ii) creating a new Section 8.1.3.2.2 that reads as follows:  
“[\*\*\*].”
- z. Section 8.1.4 is amended by adding the following as the third sentence thereof:  
“[\*\*\*].”
- aa. Section 8.1.5 is amended by deleting the last two sentences thereof and replacing them with the following:  
“[\*\*\*].”
- bb. The heading of Section 9.2 is amended by adding the phrase “**of ABS Equipment**” after the word “**Installation**”.
- cc. The following language is added as a new Section 9.8:  
“**American Equipment**. American will be solely responsible for the installation, maintenance, repair and performance of the American Equipment and for ensuring that the American Equipment meets certification standards. Gogo shall not be responsible for any failures relating to the American Equipment, nor shall such failures give rise to any rights on the part of American to termination or damages under this Agreement, including without limitation under Section 13.3 or 13.4, **Exhibit J** or **Exhibit L** .”
- dd. Section 11.2.1 is amended by (i) adding the phrase “[\*\*\*]” after the phrase “[\*\*\*]” in the third sentence thereof and (ii) adding the following language as a new last sentence thereof:  
“[\*\*\*].”
- ee. Section 11.5 is amended by (i) adding the phrase “[\*\*\*]” after the phrase “[\*\*\*]” in the third sentence thereof, and (ii) adding the following as the last sentence of the first paragraph thereof:  
“[\*\*\*].”
- ff. The following is added as a new Section 12.8: “**American**.  
American represents and warrants that:  
12.7.1 From and after the execution date of Amendment Two to this Agreement, American has authority to execute and deliver this Agreement and perform its obligations hereunder with respect to the Initial Regional Jet Fleet, and such execution, delivery and performance by American will not conflict with any provision of any contract between American and any Operator or require the consent of any counterparty to any such contract.

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

12.7.2 To the best of its knowledge after reasonable inquiry, the American Equipment does not infringe a valid patent, copyright, trade secret, trademark or other proprietary or intellectual property of a third party.

gg. Section 16.2 is amended by (i) deleting the word “or” before the first use of “(vii)”, (ii) adding the following language after the word “NDA”:

“[\*\*\*]”, and

(iii) replacing the second use of “(vii)” with “(xi)”.

hh. Section 2.1 of Exhibit J is amended by adding the following language as the third and fourth sentences thereof:

“[\*\*\*].”

ii. Section 16 of Exhibit J is amended by adding the following language as the final bullet point thereof:

- “[\*\*\*].”

jj. The exhibits attached hereto as Exhibits 1, 2, 3, 4, and 5 are hereby attached to and incorporated by reference in the Agreement as Exhibits A-1(b), A-5, B-1, C-1 and G-1, respectively.

2. **Entire Agreement/Amendment.** This Amendment constitutes the full and complete understanding of the parties with respect to the subject matter of this Amendment and supersedes all prior agreements and understandings with respect to the subject matter. This Amendment may be modified only by written agreement signed by an authorized representative of both parties.
3. **Effectiveness of Agreement.** The Original Agreement remains in full force and effect except as specifically amended by this Amendment.



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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

SUPPLIER:

**GOGO LLC**

By: /s/ Marguerite M. Elias  
Title: Executive Vice President

AMERICAN:

**AMERICAN AIRLINES, INC.**

By: /s/ David Seymour  
Title: SVP – Technical Operations

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

**Exhibit 1 to Amendment**

**Exhibit A-1(b)**

**KIT ON DOCK SCHEDULE FOR SUBSEQUENT MD FLEET**

[\*\*\*]

**Tail #**

**Fleet Type**

**Actual RTS**

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

Exhibit 2 to Amendment

**Exhibit A-5**

**KIT ON DOCK SCHEDULE FOR INITIAL REGIONAL JET (CRJ-900) FLEET**

Gogo will schedule deliveries of the Shipsets as requested by American fourteen (14) days prior to a mutually agreed kit on dock (KOD) date. The KOD and Schedule details are set forth below. Changes to this schedule are permissible by mutual consent of both parties.

Count [***]	Type	AC#	Fleet	Dock **	KOD
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\* Actual KOD dates will be confirmed via Purchase Orders.

\*\* Shipsets will be delivered by Gogo to the following shipping address:

PSA Airlines  
3751 Cargo Rd.  
Dayton International Airport  
Vandalia, OH 45377

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

Exhibit 3 to Amendment

**EXHIBIT B-1**

**ABS EQUIPMENT AND LEAD TIME  
FOR REGIONAL JET FLEET**

A Shipset consists of the following:

	<b>ITEM</b>	<b>LEAD TIMES</b>	<b>QTY REQUIRED</b>
	[***]		

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

Exhibit 4 to Amendment

**Exhibit C-1**

**Specifications for Regional Jet Fleet**

[\*\*\*]

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**Amendment Two to Third Amended and Restated In-Flight Connectivity  
Services Agreement**

Exhibit 5 to Amendment

**Exhibit G-1**

**Spares and Repairs Provisioning for the Initial Regional Jet Fleet**

- a. During the term of the Agreement, spares will be owned and provisioned by Gogo and provided to American or the Operator and used on the Initial Regional Jet Fleet at the location mentioned below in (i). The Operator expects a system wide spares provisioning level as listed below in (ii). Gogo will also provide back shop repair services. For avoidance of doubt, Gogo will not perform any maintenance that involves touch labor at any location(s) for the Initial Regional Jet Fleet.
- i. Location to where spares will be delivered by  
Gogo: PSA Airlines  
3751 Cargo Rd.  
Dayton International Airport  
Vandalia, OH 45377
- ii. Part Numbers and Pricing:

Item	Part Number	Quantity	Replacement Price (unit)	Price (Unit Based on Full Kit)	Spares Pool Price* (unit)
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\*\*\*]

THE USE OF THE FOLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [\*\*\*]

**Amended and Restated  
Manufacturing Services and Product Supply Agreement  
Between  
Qualcomm Technologies, Inc. and Gogo LLC**

This Amended and Restated Manufacturing Services and Product Supply Agreement (the "Agreement") is entered into effective as of May 19, 2014 ("Amended and Restated Effective Date") by and between Gogo LLC, a Delaware limited liability company (fka as Aircell LLC) ("Customer"), with its principal place of business at 1250 N. Arlington Heights Road, Suite 500, Itasca, IL 60143, and Qualcomm Technologies, Inc., a Delaware corporation ("QTI"), with its principal place of business at 5775 Morehouse Drive, San Diego, California 92121-1714, with respect to the following facts:

WHEREAS, Customer and QTI's parent, Qualcomm Incorporated, had previously entered into that certain Manufacturing Services and Product Supply Agreement (the "Prior Agreement") effective as of September 4, 2007, as amended.

WHEREAS Customer desires to purchase from QTI, and QTI desires to sell to Customer, Product(s) for resale from time to time under Purchase Orders in accordance with this Agreement.

**AGREEMENT**

NOW, THEREFORE, the parties, in consideration of the mutual promises set forth herein, agree as follows:

**ARTICLE 1: Definitions.** The following capitalized terms shall have the meanings set forth below. Any capitalized terms not defined in this Section 1 or elsewhere in this Agreement shall have the meanings ascribed to them in the Development Agreement.

**"Affiliate(s)"** shall mean any person or entity (i) which directly or indirectly controls, or is controlled by, or is under common control with a party or (ii) which, if publicly traded, has twenty percent (20%) or more of the voting securities directly or indirectly beneficially owned by a party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

**"Gogo System"** means a system designed to provide air-to-ground wireless broadband services.

**"Agreement"** means this Agreement and the Exhibits attached hereto, and any subsequent amendments to this Agreement to which the Parties agree in writing.

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**“Costs”** shall mean all amounts paid or incurred by QTI applicable to Work in progress and, with respect to any non-delivered portion of the Products, for components, parts, tools or test equipment that cannot be canceled or returned for refund, and/or any restocking fees or back billing for reduction in quantities purchased.

**“Deliverables”** means the Products delivered by QTI hereunder as further described in Article 3.1.

**“Design Documentation”** means all schematics and test, assembly and package documentation relating to the Product, including all design, specification and assembly documentation and data files for Materials, which is necessary for the production, manufacture, qualification, testing and delivery of the Product to be attached as Exhibit A.

**“Development Agreement”** means that certain Development Agreement by and between Customer and QTI dated September 4, 2007.

**“EOL Invoice”** shall have the meaning set forth in Article 4.4.1.

**“Factory Refurbished Unit”** shall mean a Product which is the same as or equivalent to a Product that is returned for warranty service, which has been restored to good working order and refurbished in accordance with QTI’s standard procedures, in a condition at least as good as the unit returned, which has been reprogrammed with the most current version of Software, shipped in non-retail packaging and covered by a warranty equal to the greater of (a) ninety (90) days from QTI’s delivery thereof to the FCA Point or (b) the time remaining in the Warranty Period covering the original Product.

**“Factory Testing”** means the factory testing to be conducted by QTI prior to delivery of the Product. Such Factory Testing is limited to confirmation that the Product is capable of being activated on the Gogo System.

**“FCA Point”** means QTI’s San Diego manufacturing facility or such other QTI facility as QTI may notify Customer from time to time.

**“Information”** shall have the meaning set forth in Article 20.

**“Initial Purchase Order”** or **“Initial P.O.”** means the non-cancelable Purchase Order submitted on the Amended and Restated Effective Date for the quantity of Products, pricing and delivery schedule as set forth below.

**“Marks”** shall mean the QTI trademarks which QTI places on Product(s).

**“Materials”** shall mean the Bill of Materials (BOM) required for the manufacture of the Product.

**“NTF”** or **“No Trouble Found”** means a Product returned to QTI which QTI has, in good faith and after applicable testing, found not to be defective.

**“Parties”** means Customer and QTI, who are the principals of this Agreement.

**“Parts Purchase Invoice”** shall have the meaning set forth in Article 4.4.1.

**“Price”** means the price per unit to be paid to QTI by Customer for Product. [\*\*\*].



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**“Product”** means (i) the modem card described in that certain Aircell Aircard Product Definition Document dated July 2, 2007 Revision #C, including Software, manufactured, assembled, provisioned and programmed by QTI in compliance with the requirements of this Agreement and the applicable Design Documentation (the “Original Aircard”) and (ii) the modem card described in that certain Aircell Aircard Product Definition Document developed in connection with the Statement of Work agreed to by the Parties in that certain Amendment No. 2 to the Development Agreement dated as of even date with such Amendment No. 2 (the “New Aircard”), including Software, manufactured, assembled, provisioned and programmed by QTI in compliance with the requirements of this Agreement and the applicable Design Documentation. Customer acknowledges that QTI shall only be obligated to ship New Aircards (and no additional Original Aircards) after October 1, 2013.

**“Purchase Order”** or **“P.O.”** means Customer’s written authorization issued to QTI for the purchase of Product(s) pursuant to this Agreement.

**“QTI Intellectual Property”** means present and, to the extent developed during the Term, future intellectual property owned or licensed by QTI, or developed, created or reduced to practice by QTI, its Affiliates, agents, and/or subcontractors, including but not limited to any and all such intellectual property rights as may be incorporated or embodied in the Deliverables, to include without limitation, the Product and any documentation developed under this Agreement.

**“RMA Procedures”** means the set of procedures found on QTI’s official website which describes the process and documentation required for the return by Customer of products to QTI. A copy of RMA Procedures is attached as Exhibit C.

**“Software”** means the proprietary software provided by QTI as part of the deliverable required by Milestone 5 of the Development Agreement.

**“Term”** shall have the meaning set forth in Article 16.

**“Warranty Period”** twelve (12) months from the date of acceptance thereof by Customer.

**“Work”** means the services required to be performed by QTI pursuant to the terms and conditions of this Agreement, as more particularly defined in Article 2.1 herein.

## **Article 2. SCOPE OF WORK.**

### **2.1 QTI.**

2.1.1 **Manufacture and Supply.** QTI will use reasonable commercial efforts to manufacture, provision and deliver Products to Customer in accordance with the Design Documentation listed on Exhibit A, and the Delivery Schedule attached hereto as Exhibit B.

2.1.2 **Testing by QTI.** QTI will use its standard commercial quality practices to perform Factory Testing of the Product. The process for Customer’s acceptance of the Product is as specified in Article 8 below. QTI will provide to Customer copies of the Factory Testing results by serial number shipped with the units or electronic access to this data by serial number. Customer may be present at the time QTI conducts Factory Testing and QTI shall provide Customer adequate notice of such planned testing to permit Customer to observe such Factory Testing.

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## **2.2 Approvals and Certification by Customer.**

Customer shall be responsible for all regulatory approvals, qualification and certifications of the Product. Upon request, QTI may provide reasonable assistance, subject to availability of resources.

## **2.3 Purchase of Products.**

Customer hereby irrevocably commits to order a minimum of [\*\*\*] of the Product. Concurrent with the execution of this Agreement, Customer will issue to QTI a non-cancelable Initial P.O. for at least [\*\*\*] units of the Product at the pricing set forth in Exhibit B and make timely payment as set forth in Article 4.4 below. Customer will issue follow-on Purchase Orders pursuant to the terms set forth in Exhibit B.

This Agreement shall apply to the Initial Purchase Order and follow-on Purchase Orders accepted by QTI for Product hereunder, unless the Parties expressly agree in writing that this Agreement or a particular provision thereof, does not apply, and each P.O. shall be subject thereto. Each P.O. accepted by QTI in writing and this Agreement shall constitute the entire agreement between Customer and QTI with respect to the manufacture, purchase, sale and delivery of the Product(s) described in such P.O.

## **2.4 Delivery Schedule.**

2.4.1. QTI shall schedule delivery of all units of Product under the Initial Purchase Order by [\*\*\*].

QTI will use its commercially reasonable efforts to maintain the foregoing schedule, however, Customer acknowledges that the delivery date may be affected by delays in QTI's ability to procure qualified Product bill of material components. QTI shall use its commercially reasonable efforts to mitigate any delays and shall immediately notify Customer of such delays. If such delay is estimated to be greater than ten (10) days, the parties shall confer to determine alternatives.

2.4.2. For follow-on Purchase Orders accepted by QTI for Product hereunder, the parties will mutually agree upon a delivery schedule in writing, however such delivery shall occur no later than [\*\*\*] days from the date QTI receives such Purchase Order. Should QTI anticipate a delay in any of the delivery dates, QTI will notify Customer in writing promptly.

2.4.3. If QTI is delayed at any time due to the acts or omissions of Customer or Customer's failure to order and pay for Product as required hereunder, QTI will be entitled to receive from Customer an equitable adjustment in the schedule. If any such delay is greater than ten (10) business days, QTI will further be entitled to invoice and receive payment of idle time labor hours for any staff member that cannot be reassigned during the delay/downtime at QTI's then current commercial rates. QTI is not obligated to continue the Work in the event of a delay or stop work issuance that lasts longer than twenty (20) business days and/or if there is a dispute concerning QTI's equitable adjustment claim that remains unresolved for more than twenty (20) business days. If QTI is required to pay its subcontractor(s) for costs associated with a Customer delay, QTI will be fully reimbursed by Customer.

## **2.5 Work Coordination.**

Customer may request visits to QTI's facilities to review the Work, including to witness QTI quality procedures or testing as scheduled by QTI. All such requests must be submitted in writing at least five (5) business days in advance. QTI will permit and schedule reasonable requests from Customer for access so as not to interfere with the Work in progress. Contacts relating to technical activities will be coordinated through QTI's designated Program Manager (Paul Mahoobi). Direct contact with QTI engineers will be permitted only with the concurrence of the QTI Program Manager. (No access to QTI's subcontractors is permitted without QTI's prior written consent.)

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## **ARTICLE 3. DELIVERABLE ITEMS**

### **3.1 Deliverables.**

Deliverables and the delivery schedule for the Initial Purchase Order and follow on Purchase Orders are set forth in Exhibit B. If an item is not listed in Exhibit B, QTI has no obligation to deliver such item to Customer. Items purchased under this Agreement for QTI's use in performing the Work are not deemed to be Deliverables unless and to the extent they are listed as such on Exhibit B, as may be amended from time to time.

### **3.2 Marking and Packaging.**

QTI shall package the Product in bulk for safe arrival to Customer using QTI's standard procedures and best commercial practices.

Customer will provide QTI, in advance of shipment, any special markings required on packaging and/or shipping documents.

## **ARTICLE 4. PRICE AND DELIVERY SCHEDULE**

### **4.1 Price and Delivery Schedule.**

Customer intends to purchase a minimum of [\*\*\*] units of Product for QTI's manufacture hereunder, which includes an additional minimum of [\*\*\*] units of New Aircards to be purchased on and after the Amended and Restated Effective Date. Unless this Agreement is terminated earlier, QTI shall manufacture and sell the Product to Customer hereunder; provided that (a) QTI uses commercially reasonable efforts to obtain any needed EOL components, as described in Section 9.1; (b) Customer issues P.O.s to QTI for New Aircards after the Amended and Restated Effective Date; and (c) QTI receives such P.O.s for any such units of Products during the Term. The price of Product(s) purchased under the Purchase Orders is set forth on Exhibit B and stated in U.S. Dollars. QTI's prices do not include any applicable sales, use, excise, value-added and/or withholding taxes, customs, duties, fees, freight, insurance and delivery charges, or any other taxes, fees or charges.

### **4.2 Additional Orders For Product.**

During the Term, Customer may issue Purchase Orders for Product in excess of the Product units set forth in Section 4.1. Customer shall take delivery of all units on the Purchase Order within [\*\*\*] days of placing a Purchase Order. Customer shall specify in writing delivery dates, delivery locations [(either Kontron or Honeywell-EMS)] and delivery quantities at the time it places each Purchase Order with QTI. Customer's Business Aviation and Commercial Aviation Divisions shall place separate Purchase Orders. Customer shall deliver a new Purchase Order to QTI for a minimum of [\*\*\*] units no later than [\*\*\*] days after QTI's receipt of Customer's prior Purchase Order (the "Semi-Yearly Minimum Order Quantity"). Separate Purchase Orders from Customer's two divisions that are received by QTI within [\*\*\*] business days of each other may be aggregated to meet the Semi-Yearly Minimum Order Quantity. QTI shall use its commercially reasonable efforts to accept and ship additional Product units in excess of the Product units set forth in, and in accordance with, Section 4.1.

QTI shall be obligated to sell and Customer shall be entitled to place orders for the Original Aircard up until the date that is six months after the date on which QTI first delivers commercial versions of the New Aircard to Customer.

### **4.3 Payment Terms.**

QTI's payment terms are [\*\*\*]. QTI will invoice Customer [\*\*\*].

---

#### **4.4 Payment.**

4.4.1. Pursuant to the procedure described in Section 9.1, from time-to-time QTI shall issue invoices to Customer for its purchase of end of life components (each, an "EOL Invoice"). The payments made by Customer under each EOL Invoice are non-refundable.

4.4.2 All invoices shall be paid by Customer NET 30 days from the date of Customer's receipt of QTI's invoice. Payments due QTI are not contingent on Customer's receipt of payment from Customer's end user or other third party. All late payments shall be subject to a late charge of 1% per month or maximum amount permitted by law, whichever is lower, on the unpaid balance.

4.4.3. Payments must be made in U.S. dollars, and shall reference the Agreement number and be sent via wire transfer to:

[\*\*\*]

4.4.4. If Customer disputes any amount included on any QTI invoice, Customer shall timely pay the undisputed portion of such invoice in accordance with Article 4.4.2 above. Customer shall notify QTI in writing of all disputed amounts, including justification, within thirty (30) days of the date of QTI invoice. The Parties agree to attempt to resolve all such disputes in accordance with Article 23 herein. QTI is not obligated to continue the Work in the event that a disputed invoice (for more than a nominal amount) remains unresolved for greater than thirty (30) days after the payment due date. No late payment charges will accrue during a period that the Parties are attempting in good faith to resolve a dispute.

4.4.5. Customer may not offset any amounts due QTI hereunder against any amounts due from QTI under this Agreement or any other agreement or arrangement between the Parties.

4.4.6. In the event Customer fails to make payments on a timely basis, QTI shall have the right to condition further deliveries of Product(s) and/or acceptance of additional Purchase Orders on Customer's payment of the full price for Product(s) covered thereby prior to delivery.

#### **4.5 Production Halt.**

A "Production Halt" shall mean any period in excess of One Hundred Eighty (180) days during which Customer has not placed Purchase Orders for a minimum order quantity of [\*\*\*] units. During a Production Halt, Customer shall compensate QTI for all idle labor and floor space associated with the Product at a daily rate of [\*\*\*], up to a maximum monthly rate of [\*\*\*], during all Production Halt periods. The Parties do not anticipate a change in these rates, however, should QTI determine in good faith that its costs will exceed the rates stated in the prior sentence for any Production Halt, then QTI shall present its rationale for increasing the rates to Customer and the Parties will mutually agree upon increased rates. When a Production Halt has begun, QTI may complete the delivery and invoicing for any outstanding units against open Purchase Orders received prior to the beginning of the Production Halt. Customer may only initiate one Production Halt during the Term. If Customer initiates more than one Production Halt, then QTI shall be entitled to terminate this Agreement pursuant to Section 17.2(b). In the event QTI terminates this Agreement pursuant to Section 17.2(b), Customer shall have the right to place a last time buy Purchase Order within twenty (20) business days of receiving written notice from QTI of QTI's intention to terminate this Agreement, and QTI will fulfill such Purchase Order.

#### **ARTICLE 5. TAXES AND DUTIES.**

Customer is liable for all applicable taxes, fees, including but not limited to sales, use, excise, or similar taxes levied under federal, state or local tax laws excepting those taxes imposed upon QTI's income. All

such taxes and/or fees will be calculated in accordance with the applicable federal, state or local laws. All amounts due QTI will be paid without deduction for any taxes, levies, or charges of any nature which may be imposed. In the event that QTI pays for any such items on behalf of Customer, Customer shall reimburse QTI therefor within thirty (30) days of Customer's receipt of QTI's invoice.

#### **ARTICLE 6. DELIVERY, TITLE, RISK OF LOSS.**

**6.1 Delivery of Product.** Subject to QTI's receipt of payment from Customer for the Purchase Order as required in this Agreement, all deliveries of Product shall be made EXC (INCOTERMS 2010) from QTI's premises, except that QTI commits to deliver such Product to Customer's designated carrier. Customer shall select the carrier and shall pay all shipping charges directly to carrier. In the absence of written shipping instructions from Customer, QTI will select the carrier and so notify Customer.

**6.2. Title and Risk of Loss.** Title to the Product(s) (but not for QTI Intellectual Property or Software) and risk of loss or damage to the Product(s) will pass to Customer free and clear of all liens and encumbrances upon QTI's delivery of the Product(s) to Customer's carrier at QTI's premises.

#### **ARTICLE 7. EXPORT COMPLIANCE ASSURANCE, COMPLIANCE WITH LAWS.**

**7.1 Export Compliance.** Customer acknowledges that all products, proprietary data, know-how, software or other data or information obtained from QTI are subject to the United States (U.S.) government export control laws accordingly their use, export and re-export, may be restricted or prohibited. Customer, therefore, agrees that neither it nor its subsidiaries or affiliates will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported (herein referred to as "export"), any such products, proprietary data, know-how, software or other data or information obtained from QTI or any direct products, proprietary data, know-how, software or other data or information obtained from QTI thereof to any destination or entity prohibited or restricted under U.S. law including but not limited to U.S. government embargoed or sanctioned countries or entities, unless it shall obtain prior to export an authorization from the applicable U.S. government agency (either in writing or as provided by applicable regulation). Customer further agrees that no products, proprietary data, know-how, software or other data or information obtained from QTI or received from QTI will be directly or indirectly employed in missile technology, sensitive nuclear or chemical biological weapons end uses or in any manner transferred to any party for any such end use. This requirement shall survive any termination or expiration of this Agreement or any other agreement with QTI.

QTI shall provide the Export Control Classification Numbers ("ECCN") and subheadings or munitions list category numbers of any Product component it receives after the Amended and Restated Effective Date. If additional export and import information is needed in connection with the Products or Software, Customer may request such information by sending a request to [export.questions@qualcomm.com](mailto:export.questions@qualcomm.com), and QTI shall promptly respond to such request. QTI agrees to promptly provide the ECCN and subheadings or munitions list category numbers and whether a Product component is controlled under applicable regulations. This requirement shall survive any termination or expiration of this Agreement or any other agreement with QTI.

**7.2 Compliance with Laws.** Each party shall comply with all applicable required U.S. laws, regulations and codes, in the performance of this Agreement. Nothing contained in this Agreement shall require or permit Customer or QTI to do any act inconsistent with the requirements of: (a) the regulations of the United States Department of Commerce; or (b) the foreign assets controls or foreign transactions controls regulations of the United States Treasury Department; or (c) of any similar United States law, regulation or executive order; or (d) any applicable law or regulation, as the same may be in effect from time to time. Customer will comply with all laws and regulations of the United States of America applicable

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to its activities under this Agreement, including but not limited to U.S. Export Administration Regulations. Further, Customer shall comply with the laws of all countries in which Customer imports any Products in the importation, marketing, sale, distribution, warranty and use thereof. Each party shall indemnify the other party and its officers, directors, employees and permitted assigns and successors against any losses, damages, claims, demands, suits, liabilities, penalties and expenses, (including reasonable attorneys' fees) that may be sustained by reason of such party's failure to comply with this Article 7.2.

7.3 **Conflict Minerals Policy.** QTI has adopted and observes a conflict-free minerals policy. QTI shall provide documentation of QTI's conflict minerals use status, as reported on the EICC-GeSI Conflict Minerals Reporting Template (CMRT) upon Customer's request.

#### **ARTICLE 8. INSPECTION; ACCEPTANCE.**

Customer shall inspect and either accept or reject Product(s) within sixty (60) days after the date of delivery to the FCA Point. If Customer fails to effectively reject any Product in a written document delivered to QTI stating the reasons therefor within such period, Customer shall be deemed conclusively to have accepted such Product. Customer's remedy for Product defects during the sixty (60) day period shall be limited to returning the rejected Product in accordance with the RMA Procedures set forth on Exhibit C, and all shipping charges for the return and replacement of rejected Product(s), exclusive of taxes, shall be paid by QTI. Any Product(s) rejected by Customer which are determined to be NTF shall be subject to the NTF procedures and costs set forth on Exhibit C and Article 12.4.4.

#### **ARTICLE 9. MATERIAL PRE-BUY.**

In order to ensure that QTI has sufficient components to supply the Product to Customer, Customer and QTI shall agree to manage end-of-life ("EOL") component procurement pursuant to this Article 9.

**9.1 Pre-buy Procedures.** Customer and QTI shall both receive EOL material notifications for all components on the Product's bill of materials. For any QTI sourced EOL parts, QTI will provide Customer with timely notice on EOL issues, and for all other EOL parts, the Parties will be responsive to Customer's request for regular calls or meetings.

Customer acknowledges that as of the Amended and Restated Effective Date, several components on the Product's bill of material are EOL. In order to ensure that QTI can comply with its Product delivery commitments in Section 4.1, Customer shall issue a Purchase Order to QTI for EOL components in the amount of \$[\*\*\*] (the amount QTI and Customer agree to be sufficient based on the Parties' understanding of what parts are EOL as of the Amended and Restated Effective Date and a reasonable estimate of their cost) to manufacture [\*\*\*] additional units of Product, plus [\*\*\*] additional units of Product for attrition and RMA support). QTI's ability to manufacture and sell any additional units of Products beyond the amounts described in the preceding sentence will require Customer to issue one or more additional Purchase Orders, as agreed at the time by the Parties, to enable QTI to purchase EOL components for such additional units. The amount of such Purchase Orders will be an estimate, and if the estimate is insufficient to purchase the EOL parts required to fulfill a Customer Purchase Order for Products, then QTI may request that Customer issue an additional Purchase Order for EOL parts.

QTI shall pre-buy such EOL components on Customer's behalf, as needed, and hold in a separate and protected inventory location all Product EOL components for the Term. QTI shall buy EOL components only in quantities that enable QTI to make complete units of the Product. [\*\*\*]. QTI will invoice Customer for EOL components pursuant to the terms of Section 4.4.1.

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Customer acknowledges that the quality of these EOL components may vary, and Customer agrees that, if the EOL components fail or cause substandard performance of the Product and QTI is unable to procure replacement EOL components, then QTI (i) shall have no obligation to fulfill any open Purchase Orders for Product that require the use of such EOL components and (ii) shall have the right to terminate this Agreement. Units of Product containing EOL that are delivered to Customer will be covered by the applicable warranties set forth in Article 12.

**9.2 Audit.** The Parties will jointly conduct quarterly audits for EOL components held by QTI and owned by Customer. Should an audit find a discrepancy of the EOL components actually held by QTI against what Customer actually paid for, then the Parties will agree upon a reasonable plan of mitigation with all lost or stolen parts being replaced by QTI. Customer shall, upon QTI's request, provide evidence of the invoices for payment of the EOL material. In the event that replacement components cannot be procured, QTI will bear the cost of re-qualifying a replacement component and/or reengineer the Product for replacement components in order to meet its supply obligations hereunder.

**9.3 Pre-buy Credit against Purchase Price.** After [\*\*\*] units of Product have been delivered to Customer, [\*\*\*], and the Parties shall calculate the per-unit cost of all EOL components purchased up to such date. [\*\*\*]. However, Customer acknowledges that the design of the New Aircard shall require the use of some components in its manufacture that are different than those used in the manufacture of the Original Aircard. QTI and Customer agree that Customer shall only receive credit towards the per unit price of New Aircards for EOL components that it has pre-bought for the manufacture of the Original Aircard pursuant to Section 9.1 to the extent such EOL components have actually been used by QTI in the manufacture of New Aircards. Any amounts that Customer has expended on EOL components that are only used in the manufacture of the Old Aircards will be forfeited. Customer and QTI shall re-calculate the credit amount twice per year (on February 1 and August 1) during the remainder of the Term, and any additional per-unit EOL material costs shall be added to the per unit amount credited for units of Product sold during the next six-month period.

#### **ARTICLE 10. RESTRICTIONS ON USE OF TRADEMARKS AND LOGOS.**

In order that each party may protect its trademarks, trade names, corporate slogans, corporate logo, goodwill and product designations, no party, without the express written consent of the other, shall have the right to use any such marks, names, slogans or designations of the other party, in the sales, lease or advertising of any products or on any product container, component part, business forms, sales, advertising and promotional materials or other business supplies or material, whether in writing, orally or otherwise, except as expressly agreed by the parties. Nothing in this Article 10 shall restrict Customer from distributing Product(s) with the Marks.

#### **ARTICLE 11. PRODUCT USES AND RESTRICTIONS.**

Customer acknowledges that the Product is a circuit board module requiring environmental protection. These environmental elements include, but are not limited to, temperature variation, humidity, condensation, lightning strikes, electromagnetic radiation, corrosive agents, ESD, particulates, direct impacts, mechanical shocks and vibrations, and as such, requires Customer to be responsible for the environmental testing of and protection for the Product. QTI shall have no liability for Customer's failure to design or develop the Product in such a manner that fails to provide it an adequate enclosure or other sufficient environmental protection capabilities for the Product, however QTI shall offer reasonable technical assistance to Customer as requested from time to time (not to exceed two hundred and forty hours (240) in the aggregate) to assist Customer in resolving such issues.

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Customer shall, and shall require its distributors and other customers to market, distribute, sell and use the Product(s) (sublicense in the case of software) solely in accordance with and for the purposes contemplated in this Agreement.

**ARTICLE 12. WARRANTY.**

No warranty, express or implied, shall apply to the Product, except as provided in this Article 12.

**12.1 Services Warranty – by QTI.** QTI warrants only to Customer that the Work performed under this Agreement will be performed in a professional and workmanlike manner and in accordance with normal industry standards.

**12.2 Pass Through Warranty.** Except as provided in Article 12.3 below, no warranty, express or implied, shall extend to the Product, except for any pass-through warranty provisions for components procured by QTI from a third party that are assignable to Customer. The warranty extended to the Product is as provided below.

**12.3 Product Warranty.** QTI warrants that it has full right, power, and authority to enter into, and to perform fully to the provisions of this Agreement. QTI warrants only to Customer that the Product (excluding the Software contained therein) will (a) be free from defects in material and workmanship under normal use as permitted hereunder and (b) conform to either QTI's specification PDD: 80-H3633-1. Rev.C or QTI's specification PDD for the New Aircard, as applicable, for the Warranty Period of twelve (12) months beginning on the date of Customer's acceptance of such Product. Product delivered to Customer's business aviation division shall be warranted at the same level as the Product delivered to Customer's commercial aviation division. QTI shall calculate and publish the RMA rate for actual failures found in Product delivered to Customer's commercial aviation division on a bi-annual basis (on August 1 and February 1), and such rate shall be used as baseline failure rate (the "Baseline Rate") for the subsequent one hundred eighty (180) day period for Product delivered to Customer's business aviation division. If Product delivered to Customer's business aviation division fail at a rate that exceeds the Baseline Rate, then those units of Product that comprise such excess shall not be covered by the Warranty described in this Section 12.3.

12.3.1 **Product Warranty – Software.** QTI warrants that the Software contained in the Product will be free from material programming errors that substantially impair the intended operation thereof for the warranty period set forth in Article 12.3 above. In the event of a breach of the above warranty that is reproducible by QTI, QTI shall use reasonable commercial efforts to provide a software work-around or correction.

12.3.2 **Product Warranty – Exclusions.** No warranty, express or implied, shall extend to any Software or any Product which has been subjected to misuse, neglect, accident, or improper storage or installation or which has been repaired, modified, or altered by anyone other than QTI or QTI's authorized representative, other than in the standard manufacturing process, or any Software or any Product which has not properly protected from operating conditions outside of QTI product specification PDD: 80-H3633-1. Rev. C or QTI's product specification for the New Aircard, as applicable. In addition, unless approved in writing by QTI the warranty does not extend to any Product which is attached to or used with accessories, batteries, connectors, cabling or other items not provided or approved by QTI. Product is not specifically warranted to be appropriate for incorporation and use in any other product or for any use prohibited in the applicable Documentation. Customer hereby acknowledges and agrees that it has not relied on any representations or warranties other than those expressly set forth herein.



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QTI hereby acknowledges that the Products will be incorporated into Customer's products. QTI further acknowledges that Customer's products are attached to or used with accessories, batteries, connectors, cabling or other items. QTI extends the warranty in Section 12.3 of the Agreement to such Products, so long as the Customer products, accessories, batteries, connectors, cabling or other items that such Products are attached to, used with or incorporated into properly protects such Products from operating conditions that fall outside those specified in QTI product specification PDD: 80-H3633-1. Rev. C or QTI's product specification for the New Aircard, as applicable.

12.3.3 Warranty Process. In the event of an alleged defect of Product covered by warranty, Customer shall obtain an RMA Number and return the Product(s) in accordance with the RMA Procedures within thirty (30) days after the issuance of the RMA Number. If Products returned by Customer in accordance with the RMA Procedures are determined by QTI to be defective and covered by warranty, QTI shall use reasonable commercial efforts to, within thirty (30) days of receipt of such Products, at its option, repair or replace such Products and ship such Products to Customer at QTI's expense (excluding taxes and customs duties imposed in connection with the return of Products if applicable) or, if QTI determines that it is unable to repair or replace such Products, QTI shall credit to Customer's account the amount of the unit price. QTI shall have the right to ship as a replacement a Factory Refurbished Unit. QTI's obligation to effect the warranty remedy set forth herein shall be subject to Customer's shipment of defective Products in strict accordance with the RMA Procedures.

12.3.4 Product Warranty – No Trouble Found/NTF. If Customer's levels of NTF returns are reasonably determined by QTI to be excessive, Customer shall be notified and thereafter billed the sum of Three Hundred dollars (\$300.00) per occurrence for the NTF evaluation. Customer shall pay for shipping to and from QTI for all NTF units.

12.3.5 Product Warranty – Returned Product Not Covered by Warranty. In the event Products not covered by warranty can be economically repaired, QTI shall contact Customer for authorization to repair and provide an estimate of the costs therefor, based on the cost of repair plus an Evaluation Fee of One Hundred Twenty dollars (US\$120.00). If authorized by Customer, QTI shall attempt to repair such Products within the estimate and return same to Customer at Customer's cost. Customer shall pay for such repair upon invoice from QTI. If QTI is unable to repair non-warranted Products, or Customer does not authorize repair, QTI will return same to Customer at Customer's cost or scrap the same without liability to Customer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 12, QTI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO COMPONENTS, PRODUCT(S), SOFTWARE, OR DOCUMENTATION, OR ANY OTHER INFORMATION OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, WHETHER ARISING FROM LAW, CUSTOM OR CONDUCT, AND THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES RELATED TO THE DESIGN, MANUFACTURE, DUPLICATION, MATERIALS, WORKMANSHIP, DOCUMENTATION, SERVICES, INFORMATION OR COMFORMANCE TO ANY SPECIFICATION REQUIREMENTS, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

**ARTICLE 13. RESERVED.**

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**ARTICLE 14. QTI SOFTWARE LICENSE.**

Product(s) sold hereunder may contain or be accompanied by Software and, except as otherwise expressly provided herein, all references to “Product(s)” herein shall be deemed to include the accompanying Software, provided that nothing herein shall be construed as the sale of, or passage of title in, any Software or any other intellectual property embedded in the Products to Customer. QTI hereby grants to Customer a non-exclusive, worldwide license to sublicense the Software and to use the Software (in object form only) solely as included and intended to be used in the Products purchased by Customer from QTI and for use only in the manner which QTI intends the Software to be used, for the duration of the useful life of such Product(s) and subject to the terms and conditions of this Agreement. Customer shall not and shall not permit any third party to, without the prior written consent of QTI: (i) alter, modify, translate, or adapt any Software or create any derivative works based thereon; (ii) copy any Software; (iii) assign, sublicense or otherwise transfer the Software in whole or in part, except as permitted herein; (iv) use the Software except as specifically contemplated in this Agreement; or (v) disclose the Software to any third party. The entire right, title and interest in the Software shall remain with QTI, and Customer shall not remove any copyright notices or other legends from the Software or any accompanying documentation. Customer may reproduce and distribute any Documentation provided by QTI for distribution with the Product, in whole or in part, for purposes related to the operation, maintenance or sale thereof.

Customer may sublicense to its distributors the right to further sublicense to bona fide end user customers the right to use the Software only as incorporated in the Product, subject to terms at least as protective of QTI’s rights therein as set forth in this Agreement and such right shall survive termination or expiration of such Agreements and last for the duration of the useful life of the Product. If Customer, and Customer’s distributors, do not take reasonable steps to enforce their rights under such software sublicense agreements, Customer shall take all reasonable steps necessary to ensure that the right to enforce such software sublicense agreements is transferred and assigned to QTI.

Customer shall use the Products and Software contained therein or furnished by QTI solely in accordance with and for the purposes specifically contemplated in the terms of this Agreement or the Development Agreement. Customer shall not, and shall not permit any third party to, directly or indirectly, alter, modify, translate, or adapt any Product or Software contained therein or create any derivative works based thereon, disassemble, decompose, reverse engineer, or analyze the physical construction of, any Products or Software or any component thereof for any purpose, except as permitted under a Design Transfer Agreement.

**ARTICLE 15. CHANGES.**

Customer may, during the Term and by written request issued by Customer, request changes to the Work, including changes to the delivery schedule and quantities ordered. All such change orders will be sent to the attention of a QTI’s designated Program Manager (Paul Mahoobi).

QTI will use reasonable commercial efforts to submit a proposal to the Customer that includes the estimated costs and schedule impact associated with such change within twenty (20) business days of QTI’s receipt of the written request. If QTI’s proposal is approved in writing by Customer, the Parties will amend this Agreement and each party will sign such amendment prior to QTI’s implementation of the change. QTI is not obligated to proceed with any change order request from Customer until such time as an amendment to the Agreement has been fully executed between the Parties.

**ARTICLE 16. TERM.**

This Agreement shall commence on the Effective Date and shall terminate five years after the Amended and Restated Effective Date (the “Term”). QTI and Customer may mutually agree in writing to modify the Term; provided that if (i) Customer provides written notice no less than [\*\*\*] days before the end of the Term that it desires to extend the Term by an additional year and (ii) concurrent with such notice, Customer

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issues an irrevocable P.O. for at least [\*\*\*] additional units of Product; then QTI shall agree to extend the Term such that it terminates six years after the Amended and Restated Effective Date. QTI's obligation to extend the Term described in the preceding sentence is expressly conditioned on its ability to obtain EOL parts for such irrevocable P.O. for at least [\*\*\*] units of Product, pursuant to the process described in Section 9.1.

#### **ARTICLE 17. TERMINATION.**

**17.1.** The occurrence of any of the following shall constitute a material default and breach of this Agreement and shall allow the non-defaulting party to terminate this Agreement after the expiration of the applicable period of cure, if any;

17.1.1 Any unauthorized material disclosure of either party's Information as set forth in Article 20 below, shall allow the non-defaulting party to terminate immediately;

17.1.2 Any unauthorized use of the Product, misuse of the Marks, or performance by Customer of unauthorized modifications to the Product not contemplated by this Agreement, the Development Agreement or a permitted Design Transfer Agreement, that have a material adverse effect on QTI shall permit QTI to terminate immediately;

17.1.3 The dissolution, liquidation or discontinuance of business operations of either party shall permit the other party to terminate immediately;

17.1.4 Any material default by either party of an obligation, condition or covenant of this Agreement which is not cured within thirty (30) days after the date the other party notifies the defaulting party in writing of such default;

**17.2.** QTI may terminate this Agreement at any time after delivery of Products under any Purchase Order if: (a) Customer fails to take delivery of a minimum of [\*\*\*] units during any year of this Agreement following the Amended and Restated Effective Date (a year being measured as the period between the anniversaries of the Effective Date)); (b) Customer has effected two Production Halts during the Term; (c) EOL components fail as described in Section 9.1; or (d) QTI has terminated the Development Agreement pursuant to Customer's breach of its obligations under Section 3.1(c) of that agreement. In the event QTI elects to terminate the Agreement pursuant to Section 17.2(a), it shall provide Customer with ninety (90) days prior written notice (the "Notice Period"). If during the Notice Period, Customer places Purchase Orders in quantities necessary to meet the minimum purchase commitment of [\*\*\*] units, QTI shall withdraw its election to terminate the Agreement.

**17.3** In the event this Agreement is terminated for any reason except for default by QTI, QTI is entitled to receive payment for actual hours worked multiplied by the appropriate labor category to the date of termination, any Costs accrued as of the termination date, not to exceed the amounts remaining on accepted open Purchase Orders. Payment shall be due in full to QTI within thirty (30) days of QTI's submittal of final invoice to Customer in accordance with Article 4 herein.

**17.4.** In the event of termination of this Agreement for any reason, each Party may retain that furnished Material of the other Party necessary for maintaining the Product that has already been purchased hereunder and any deployed services associated with such Product. Any use of the other Party's furnished Material for use other than the maintenance of existing Products and services is strictly prohibited. All Material held in the possession of the other Party shall continue to be subject to the terms and conditions of the NDA. In addition, QTI shall perform an audit within the ninety (90) days after the termination date of all pre-purchased materials. The Parties will mutually determine the best method for Customer to transfer all pre-purchased material to Customer or to a new third-party manufacturer for the purpose of manufacturing any additional units of Product.

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17.5. In the event of termination of this Agreement for any reason except Customer's default, QTI will deliver to Customer all Products which have been completed, subject to QTI's receipt of Customer's payment in full of the final invoice to Customer. In such event, Customer shall have the right to sell all remaining inventory to customers pursuant to the applicable terms and conditions herein. If Customer has made prepayments for any Products that have not and will not be delivered to Customer due to the termination of this Agreement, QTI shall refund such prepayments (less any offsets pursuant to Section 17.3 of this Agreement) within thirty (30) days of the date of termination.

**ARTICLE 18. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR END USER OR ANY THIRD PARTY, NOR SHALL CUSTOMER BE LIABLE TO QTI FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OR FAILURE TO DELIVER, ANY OF THE PRODUCT OR ANY SOFTWARE OR DOCUMENTATION, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER CUSTOMER'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. FURTHER, EXCLUDING BREACHES OF SECTION 20, AND QTI'S INDEMNITY OBLIGATIONS UNDER THE PRIOR AGREEMENT FOR PRODUCTS AND SERVICES SOLD TO CUSTOMER PRIOR TO THE AMENDED AND RESTATED EFFECTIVE DATE, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNTS INVOICED OR ACTUALLY PAID TO QTI BY CUSTOMER UNDER THIS AGREEMENT.

**ARTICLE 19. INDEMNIFICATION.**

19.1 By QTI — Infringement. QUALCOMM shall indemnify, defend, and hold harmless Customer, its Affiliates, and their directors, officers, agents and employees, from and against all losses, claims, demands, damages and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to any claim that the Product of Software infringes or violates any patent, trademark, copyright, trade secret or other intellectual property rights of any third party.

19.2 By Customer — Infringement. Customer shall indemnify, defend, and hold harmless QTI, its Affiliates, and their directors, officers, agents and employees, from and against all Losses arising out of or related to any claim of infringement or violation of any patent, trademark, copyright, trade secret or other intellectual property rights of any third party arising out of related to: (a) Customer's modification of any Product(s) or (b) any markings, logos or features on the Products other than the Marks.

19.3 Procedure for Indemnification. With respect to indemnification pursuant to Article 19.1 or 19.2, (a) the indemnified party shall give the indemnifying party prompt written notice of any claim or action for which the indemnified party is claiming indemnification hereunder; (b) the indemnifying party shall be given the opportunity to control the defense or settlement of each such claim or action; and (c) the indemnified party shall cooperate with, and provide reasonable information and assistance to, the indemnifying party in the defense and/or settlement of each such claim or action at the indemnifying party's expense, provided that failure to comply with (a), (b) and (c) shall not affect the indemnifying party's

obligation hereunder unless and to the extent the indemnifying party is materially prejudiced thereby. The indemnifying party shall pay all sums, including without limitation reasonable attorneys' fees, damages, losses, liabilities, expenses, and other costs, that by final judgment or decree, or in settlement of any suit or claim to such indemnifying party agrees, may be assigned against the indemnified party, its Affiliates, directors, officers, managers, members, agents, and employees on account of the claim indemnified against.

#### **ARTICLE 20. RESTRICTIONS ON INFORMATION DISCLOSURE AND USE.**

All documentation and technical and business information and intellectual property in whatever form recorded that a party does not wish to disclose without restriction ("Information") shall remain the property of the furnishing party and may be used by the receiving party only as set forth herein. The Information and the terms of this Agreement are deemed Information under the Mutual Nondisclosure Agreement dated as of September 14, 2004 between QUALCOMM Incorporated and Customer, as amended (the "NDA"). The NDA is incorporated herein and will continue to govern Information exchanged during the term of this Agreement. If there is any conflict between the provisions of the NDA and this Agreement, this Agreement will govern. A recipient of Information will not be in violation of NDA with regard to a disclosure that is in response to an order by a court or other governmental body or to the extent required by the Securities and Exchange Commission in a securities filing. Those provisions of the NDA that are stated to survive termination, will survive termination of this Agreement.

#### **ARTICLE 21. INSURANCE.**

Each party shall at all times, at its own cost and expense, carry and maintain the insurance coverage required by law and commercially standard in the jurisdiction(s) and industry(ies) in which it transacts business.

#### **ARTICLE 22. ASSIGNMENT.**

22.1 Customer acknowledges and agrees that the Agreement is assigned from QUALCOMM Incorporated ("Qualcomm") to QTI, and QTI is successor to any and all rights and obligations hereunder. In addition, Customer, on behalf of itself, its affiliates, agents, successors and assigns, does hereby fully and forever release and discharge Qualcomm from any and all claims, liabilities, obligations, actions and causes of action against Qualcomm (each, a "Claim"), whether fixed or contingent, known or unknown, presently existing or which, through the passage of time, might arise in the future, related to or arising out of Qualcomm's performance of its obligations under the Prior Agreement. Customer hereby expressly waives all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any governmental entity, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." In consideration for the foregoing release, QTI agrees that Customer is entitled to pursue any Claim it may have under the Agreement (including but not limited to claims under the Prior Agreement) against QTI.

22.2 Neither this Agreement nor any rights, duties or interest herein, shall be assigned, transferred, pledged or hypothecated or otherwise conveyed by either party without the other party's prior written consent which shall not be unreasonably delayed or withheld. Notwithstanding, QTI shall have the right to (i) subcontract the procurement of Materials, manufacturing and/or testing of the Product to a third party and (ii) transfer this Agreement in connection with any transfer by QTI to any Affiliate. For purposes of this Article, "assignment" shall be deemed to include any transaction or series of transactions which results in an aggregate change in ownership or control of more than fifty percent (50%) of the party. Any attempted assignment or delegation in contravention of this Article shall be void.

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**ARTICLE 23. DISPUTE RESOLUTION, APPLICABLE LAW, VENUE.**

23.1 In the event of any dispute or claim hereunder, the Parties shall attempt to reach resolution thereof through good faith negotiation, including involvement of the senior management of each party. In the event that such negotiation is not commenced within thirty (30) days after a request therefor by either party, or the failure of the Parties to reach resolution within sixty (60) days after commencement of such negotiations, either party may pursue its legal remedies.

23.2. The interpretation, validity and enforcement of this Agreement shall be governed by the laws of the State of California, USA, excluding the U.N. Convention on International Sale of Goods, and without regard to conflict of laws principles. The prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith.

**ARTICLE 24. FORCE MAJEURE.**

Any delay and/or failure in performance shall not be deemed a breach hereof when such delay or failure is caused by or due to causes beyond the reasonable control and without negligence of the party charged with such performance hereunder, including, but not limited to, fire, earthquake, flood, accidents, explosions, acts of God and acts of governmental authority or acts of war, power outages, power shortages, acts of terrorism, or acts of a civil or military authority ("Force Majeure"). The party claiming Force Majeure shall notify the other party, in writing, within ten (10) days after the occurrence of the Force Majeure event specifying the nature and anticipated duration of the delay. The party claiming Force Majeure shall use commercially reasonable efforts to avoid or minimize the effects of delay or non-performance and this Agreement shall be amended to take into account the delay caused by the Force Majeure event. Notwithstanding the foregoing, in the event any delay extends for a period of more than six (6) months, either party shall have the right to terminate this Agreement by written notice to the party claiming Force Majeure.

**ARTICLE 25. NOTICES.**

Except as otherwise expressly provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows; with notice deemed given as indicated: (i) by Federal Express or other overnight courier, upon written verification of receipt as evidenced by the courier's delivery record; or (ii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either party may specify in writing.

If to QTI:

QUALCOMM TECHNOLOGIES, INC.  
5775 MOREHOUSE DRIVE  
SAN DIEGO, CALIFORNIA 92121  
Attn: Ray Kaesbauer

If to Customer:

GOGO LLC  
1250 NORTH ARLINGTON HEIGHTS RD.  
SUITE 500  
ITASCA IL 60143  
ATTENTION: CFO

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**ARTICLE 26. INDEPENDENT CONTRACTORS RELATIONSHIP.**

The relationship between the parties under this Agreement is solely that of independent contractors, and neither party is an employer, employee, owner, agent, franchisor, franchisee or representative of the other party. Neither party is authorized or empowered to represent the other party, nor to transact business, incur obligations or buy goods in the other party's name or for the other party's account. This Agreement does not constitute, and shall not be deemed to constitute a joint venture or partnership between the parties hereto, and neither party shall be deemed to be an agent of the other, or have authority to bind, obligate or make an agreement for the other party.

**ARTICLE 27. NON-EXCLUSIVITY.**

Both Parties acknowledge and agree that this is a non-exclusive Agreement (except as expressed in the Development Agreement) and QTI reserves the right to manufacture and sell other data communications products that utilize the Product as a core communications component to other parties at its sole discretion (except as expressed in the Development Agreement).

**ARTICLE 28. MISCELLANEOUS PROVISIONS.**

28.1 No addition to or modification of this Agreement shall be effective unless made in writing and signed by the duly authorized respective representatives of QTI and Customer.

28.2 Any delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof.

28.3 If any of the provisions of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

28.4 The Parties' rights and obligations which by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive, including but not limited to Articles 4.4, 5, 7, 11, 12, 13, 14.1, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

28.5 This Agreement may be executed in counterparts, by facsimile, or both, each of which will be considered an original, but all of which together will constitute the same instrument. If executed via facsimile, the party so executing agrees to send the original to the other party via Federal Express or other overnight courier to the address designated in Article 25.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed below effective as Effective Date.

**Qualcomm Technologies, Inc.**

**Gogo LLC**

By: /s/ Steve Sprigg  
Name: Steve Sprigg  
Title: SVP Engineering

By: /s/ Patrick J. Walsh  
Name: Patrick J. Walsh  
Title: SVP Engineering

ATTACHMENTS:

- Exhibit A – Design Documentation
- Exhibit B – Pricing / Delivery Schedule
- Exhibit C – RMA Procedures

*A&R Manufacturing Services and Product Supply Agreement*

*QTI-Gogo Confidential & Proprietary*



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**EXHIBIT A**

**DESIGN DOCUMENTATION**

1. Bill of Materials (BOM) with Manufacturer and Manufacturer Part Numbers
2. Development Platform Specification
3. Factory and Quality Test Procedures (ATPs)

*A&R Manufacturing Services and Product Supply Agreement*

*QTI-Gogo Confidential & Proprietary*

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**EXHIBIT B**  
**QUANTITY/PRICING/DELIVERY SCHEDULE**

**I. Product Pricing:**

[\*\*\*]  
[\*\*\*]

\*Unit Price (USD)  
[\*\*\*]  
[\*\*\*]

\* Assumes no major design changes.

*A&R Manufacturing Services and Product Supply Agreement*

*QTI-Gogo Confidential & Proprietary*

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**EXHIBIT C**

**RMA (Return Material Authorization) Procedures  
for QTI Aircards**

**Prior to Requesting an RMA**

1. Customer personnel must be registered with QTI Customer Service to submit a request for RMA. To obtain registration status, Customer must email QTI Customer Service at \_\_\_\_\_. (A list of authorized personnel that can obtain RMAs from QTI should be provided in advance, if possible, by Customer).
2. Customer personnel will receive an email confirmation that they have been authorized to submit RMAs.

**RMA Procedure**

1. Customer should **REQUEST** an RMA from QTI using one of the following methods:

- **EMAIL** QTI Customer Service \_\_\_\_\_. Be sure to include "RMA Request" in the subject field.

**Or**

- Request a hardcopy RMA form comm-sa@QTI.com.  
COMPLETE the hardcopy RMA form and FAX the form to QTI Customer Service \_\_\_\_\_ or send it as an attachment in an email to \_\_\_\_\_. Be sure to include the original Purchase Order Number or Contract Name/Number on this Form.

2. The QTI Customer Service Representative will log the information into QTI's call tracking software system, which automatically assigns a case number for the RMA request. Please note, this is not the RMA number. The RMA number will be assigned if all warranty criteria have been met. Please include a description of the problem and the RMA documentation with the part(s) to be repaired.

3. Customer will **RECEIVE** a confirmation and case number for the RMA request from QTI Customer Service via email.

4. Customer will **RECEIVE** an RMA number, shipping instructions, and RMA confirmation documents from QTI Customer Service via email or fax.

5. Customer must package the RMA part(s) for shipment for safe arrival at QTI, including the following:

- a) Package part(s) in accordance with professional packing standards. Part(s) must be packaged in original box or equivalent container. If applicable, external box should be suitable for international shipment or Freight Forwarder equivalent.
- b) Enclose the RMA form, the description of the failure, and a copy of the RMA documentation received from QTI in each shipping container. If applicable, enclose any exportation documentation for customs purposes.

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- c) Write the RMA number(s) on the outside of each container. If reusing shipping containers, remove previous stickers and labeling.
  - d) Verify the “Ship TO” address is visible on the outside of each container.

6. Customer must **SHIP** the RMA part(s) per QTI shipping instructions indicated on the RMA documentation.

Please refer to the applicable contract agreement with QTI to determine the responsible party and schedule for payment of associated shipping costs (i.e., customs clearance, freight costs, and associated duties and taxes) required for transport or parts(s) to and from QTI; and for Repair Evaluation Fees and Repair Fees, and NTF occurrences.

7. For tracking purposes, Customer must **OBTAIN** the Airway Bill (AWB) number from the freight forwarder and email both the AWB number and the associated RMA number to QTI Customer Service at [status.rma@QTL.com](mailto:status.rma@QTL.com) shipment.

8. QTI will notify Customer of estimated ship schedule for repaired part(s) via email.

9. Customer should CONFIRM the receipt of the repaired product(s) and validate the functionality of the part(s) by sending email to [status.rma@QTL.com](mailto:status.rma@QTL.com).

10. Upon receipt of Customer’s confirmation, QTI will close the Case and the RMA. If confirmation has not been received in thirty (30) days from date of shipment, QTI will close the case and the RMA accordingly.

This Procedure may change from time to time in QTI’s sole discretion. Customer should contact QTI for questions.

## Gogo Inc.

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

**I, Michael Small, certify that:**

1. I have reviewed this Quarterly Report on Form 10-Q of Gogo 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 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)) 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) Not applicable;
  - (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 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.

Date: August 11, 2014

/s/ Michael Small

Michael Small  
President and Chief Executive Officer  
(Principal Executive Officer)

## Gogo Inc.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

**I, Norman Smagley, certify that:**

1. I have reviewed this Quarterly Report on Form 10-Q of Gogo 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 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)) 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) Not applicable;
  - (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 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.

Date: August 11, 2014

/s/ Norman Smagley

Norman Smagley  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

**Gogo Inc.**

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

I, Michael Small, President and Chief Executive Officer of Gogo Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarter ended June 30, 2014 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 11, 2014

/s/ Michael Small

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Michael Small  
President and Chief Executive Officer  
(Principal Executive Officer)

**Gogo Inc.**

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

I, Norman Smagley, Executive Vice President and Chief Financial Officer of Gogo Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarter ended June 30, 2014 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 11, 2014

/s/ Norman Smagley

\_\_\_\_\_  
Norman Smagley

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)



