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

FORM 10-Q

(Mark One):

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended September 30, 2026

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

Gogo Inc.
(Exact name of registrant as specified in its charter)

Delaware	**27-1650905**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

105 Edgeview Dr., Suite 300
Broomfield, CO 80021
(Address of principal executive offices) (Zip Code)

(303) 301-3271
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.0001 per share	GOGO	NASDAQ Global Select Market
Preferred Stock Purchase Rights	GOGO	NASDAQ Global Select Market

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 every Interactive Data File required to be submitted 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 such files). Yes ☑ No ☐

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

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

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

As of October 30, 2026, 135,637,641 shares of $0.0001 par value common stock were outstanding.

Gogo Inc.

INDEX

		Page
Part I.	**Financial Information**	
Item 1.	Financial Statements	2
	Unaudited Condensed Consolidated Balance Sheets	2
	Unaudited Condensed Consolidated Statements of Operations	3
	Unaudited Condensed Consolidated Statements of Comprehensive Income (Loss)	4
	Unaudited Condensed Consolidated Statements of Cash Flows	5
	Unaudited Condensed Consolidated Statements of Stockholders' Equity	6
	Notes to Unaudited Condensed Consolidated Financial Statements	8
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	27
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	41
Item 4.	Controls and Procedures	41
Part II.	**Other Information**	
Item 1.	Legal Proceedings	43
Item 1A.	Risk Factors	43
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	44
Item 3.	Defaults Upon Senior Securities	44
Item 4.	Mine Safety Disclosures	44
Item 5.	Other Information	44
Item 6.	Exhibits	45
Signatures		46

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)

	September 30, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 90,694	$ 125,206
Accounts receivable, net of allowances of $9,433 and $6,783, respectively	111,552	112,558
Inventories	119,902	98,853
Assets held for sale	26,432	26,253
Prepaid expenses and other current assets	73,672	69,039
Total current assets	422,252	431,909
Non-current assets:		
Property and equipment, net	108,102	117,274
Intangible assets, net	216,137	248,818
Goodwill	193,187	193,187
Operating lease right-of-use assets	54,211	57,990
Other non-current assets, net of allowances of $771 and $538, respectively	53,592	44,928
Deferred income taxes	197,720	209,666
Total non-current assets	822,949	871,863
Total assets	$ 1,245,201	$ 1,303,772
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 88,680	$ 92,514
Accrued liabilities	108,482	139,020
Deferred revenue	30,024	35,194
Current portion of long-term debt	2,500	2,500
Total current liabilities	229,686	269,228
Non-current liabilities:		
Long-term debt	814,634	833,579
Non-current operating lease liabilities	49,793	55,772
Other non-current liabilities	28,540	44,064
Total non-current liabilities	892,967	933,415
Total liabilities	1,122,653	1,202,643
Commitments and contingencies (Note 15)		
Stockholders' equity		
Common stock, par value $0.0001 per share; 500,000,000 shares authorized at September 30, 2026 and December 31, 2025; 135,637,641 shares issued and outstanding at September 30, 2026; and 134,511,275 shares issued and outstanding at December 31, 2025	14	13
Additional paid-in capital	1,301,957	1,288,294
Accumulated other comprehensive (loss) income	(77)	44
Accumulated deficit	(1,179,346)	(1,187,222)
Total stockholders' equity	122,548	101,129
Total liabilities and stockholders' equity	$ 1,245,201	$ 1,303,772

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 September 30,		For the Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
Revenue:				
Service revenue	$ 182,729	$ 189,956	$ 561,733	$ 582,533
Equipment revenue	30,505	33,629	100,631	97,397
Total revenue	213,234	223,585	662,364	679,930
Operating expenses:				
Cost of service revenue (exclusive of amounts shown below)	97,295	91,593	293,719	277,023
Cost of equipment revenue (exclusive of amounts shown below)	30,990	31,032	97,078	88,039
Engineering, design and development	9,933	15,681	26,092	42,078
Sales and marketing	13,841	13,464	40,618	42,415
General and administrative	27,565	27,858	77,762	86,010
Depreciation and amortization	16,459	15,214	48,607	44,474
Total operating expenses	196,083	194,842	583,876	580,039
Operating income	17,151	28,743	78,488	99,891
Other expense (income):				
Interest income	(907)	(1,479)	(2,746)	(3,251)
Interest expense	18,046	17,681	52,485	50,650
Change in fair value of Earnout Liability	6,100	15,000	8,357	18,900
Loss on extinguishment of debt	—	—	394	—
Other expense (income), net	555	(1,896)	(1,162)	(1,811)
Total other expense	23,794	29,306	57,328	64,488
Income (loss) before income taxes	(6,643)	(563)	21,160	35,403
Income tax provision (benefit)	(3,443)	1,367	13,284	12,484
Net income (loss)	$ (3,200)	$ (1,930)	$ 7,876	$ 22,919
Net income (loss) attributable to common stock per share:				
Basic	$ (0.02)	$ (0.01)	$ 0.06	$ 0.17
Diluted	$ (0.02)	$ (0.01)	$ 0.06	$ 0.17
Weighted average number of shares:				
Basic	136,636	134,657	136,194	133,403
Diluted	136,636	134,657	136,974	136,640

See the Notes to Unaudited Condensed Consolidated Financial Statements

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

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income (loss)	$ (3,200)	$ (1,930)	$ 7,876	$ 22,919
Other comprehensive income (loss), net of tax				
Currency translation adjustments	(17)	(59)	(451)	969
Cash flow hedges:				
Amount recognized in other comprehensive income (loss)	335	18	1,707	(842)
Less: income realized and reclassified to earnings	359	1,226	1,377	4,734
Changes in fair value of cash flow hedges	(24)	(1,208)	330	(5,576)
Other comprehensive income (loss), net of tax	(41)	(1,267)	(121)	(4,607)
Comprehensive income (loss)	$ (3,241)	$ (3,197)	$ 7,755	$ 18,312

See the Notes to Unaudited Condensed Consolidated Financial Statements

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

	For the Nine Months Ended September 30,	
	2026	**2025**
Operating activities:		
Net income	$ 7,876	$ 22,919
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	48,607	44,474
Loss on asset disposals, abandonments and write-downs	234	44
Provision for expected credit losses	3,977	494
Deferred income taxes	11,641	9,569
Stock-based compensation expense	15,095	18,520
Amortization of deferred financing costs and interest rate caps	3,897	4,196
Accretion of debt discount	1,412	1,293
Change in fair value of Earnout Liability	8,357	18,900
Change in fair value of convertible note investment	(1,125)	(458)
Loss on extinguishment of debt	394	—
Changes in operating assets and liabilities:		
Accounts receivable	(2,707)	(5,678)
Inventories	(21,047)	16,058
Prepaid expenses and other current assets	(3,691)	(10,475)
Contract assets	(12,973)	(9,429)
Accounts payable	8,947	(930)
Accrued liabilities	(12,735)	17,156
Deferred revenue	(5,449)	(8,396)
Accrued interest	(32)	(2,046)
Other non-current assets and liabilities	716	(224)
Net cash provided by operating activities	51,394	115,987
Investing activities:		
Proceeds from sale of property and equipment	90	—
Purchases of property and equipment	(38,880)	(25,473)
Acquisition of intangible assets—capitalized software	(6,612)	(9,259)
Acquisition of Satcom Direct, net of cash acquired	—	(1,612)
Proceeds from FCC Reimbursement Program for property, equipment and intangibles	21,368	3,783
Proceeds from interest rate caps	3,277	9,088
Net cash used in investing activities	(20,757)	(23,473)
Financing activities:		
Payments on earnout liability	(39,957)	—
Payments on term loan	(22,964)	(1,875)
Payments on financing leases	(49)	(33)
Stock-based compensation activity	(2,184)	800
Net cash used in financing activities	(65,154)	(1,108)
Effect of exchange rate changes on cash	(3)	328
(Decrease) increase in cash, cash equivalents and restricted cash	(34,520)	91,734
Cash, cash equivalents and restricted cash at beginning of period	125,690	42,304
Cash, cash equivalents and restricted cash at end of period	$ 91,170	$ 134,038
Cash, cash equivalents and restricted cash at end of period	$ 91,170	$ 134,038
Less: current restricted cash	85	72
Less: non-current restricted cash	391	394
Cash and cash equivalents at end of period	$ 90,694	$ 133,572
Supplemental cash flow information:		
Cash paid for interest	$ 51,852	$ 59,260
Cash paid for taxes	2,176	1,962
Non-cash investing activities:		
Purchases of property, equipment and intangibles in liabilities	$ 3,007	$ 12,741

See the Notes to Unaudited Condensed Consolidated Financial Statements

Gogo Inc. and Subsidiaries
Unaudited Condensed Consolidated Statements of Stockholders' Equity
(in thousands, except share data)

	For the Three Months Ended September 30, 2026							
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Treasury Stock		Total
	Shares	Par Value				Shares	Amount	
Balance at June 30, 2026	135,497,166	$ 14	$ 1,296,865	$ (36)	$ (1,176,146)	—	$ —	$ 120,697
Net loss	—	—	—	—	(3,200)	—	—	(3,200)
Currency translation adjustments, net of tax	—	—	—	(17)	—	—	—	(17)
Fair value adjustments of cash flow hedges, net of tax	—	—	—	(24)	—	—	—	(24)
Stock-based compensation expense	—	—	5,025	—	—	—	—	5,025
Issuance of common stock upon exercise of stock options	1,875	—	4	—	—	—	—	4
Issuance of common stock upon vesting of restricted stock units	73,554	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(84)	—	—	—	—	(84)
Issuance of common stock in connection with employee stock purchase plan	65,046	—	147	—	—	—	—	147
Balance at September 30, 2026	135,637,641	$ 14	$ 1,301,957	$ (77)	$ (1,179,346)	—	$ —	$ 122,548

	For the Three Months Ended September 30, 2025							
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Treasury Stock		Total
	Shares	Par Value				Shares	Amount	
Balance at June 30, 2025	133,334,288	$ 15	$ 1,472,226	$ 2,227	$ (1,175,296)	13,176,999	$ (196,382)	$ 102,790
Net loss	—	—	—	—	(1,930)	—	—	(1,930)
Currency translation adjustments, net of tax	—	—	—	(59)	—	—	—	(59)
Fair value adjustments of cash flow hedges, net of tax	—	—	—	(1,208)	—	—	—	(1,208)
Stock-based compensation expense	—	—	6,662	—	—	—	—	6,662
Issuance of common stock upon exercise of stock options	154,271	—	1,079	—	—	—	—	1,079
Issuance of common stock upon vesting of restricted stock units	343,763	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(591)	—	—	—	—	(591)
Issuance of common stock in connection with employee stock purchase plan	22,020	—	213	—	—	—	—	213
Retirement of treasury stock	—	(2)	(196,380)	—	—	(13,176,999)	196,382	—
Balance at September 30, 2025	133,854,342	$ 13	$ 1,283,209	$ 960	$ (1,177,226)	—	$ —	$ 106,956

	For the Nine Months Ended September 30, 2026							
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Treasury Stock		Total
	Shares	Par Value				Shares	Amount	
Balance at January 1, 2026	134,511,275	$ 13	$ 1,288,294	$ 44	$ (1,187,222)	—	$ —	$ 101,129
Net income	—	—	—	—	7,876	—	—	7,876
Currency translation adjustments, net of tax	—	—	—	(451)	—	—	—	(451)
Fair value adjustments of cash flow hedges, net of tax	—	—	—	330	—	—	—	330
Stock-based compensation expense	—	—	15,095	—	—	—	—	15,095
Issuance of common stock upon exercise of stock options	61,666	—	147	—	—	—	—	147
Issuance of common stock upon vesting of restricted stock units	906,611	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(2,094)	—	—	—	—	(2,094)
Issuance of common stock in connection with employee stock purchase plan	158,089	1	515	—	—	—	—	516
Balance at September 30, 2026	135,637,641	$ 14	$ 1,301,957	$ (77)	$ (1,179,346)	—	$ —	$ 122,548

	For the Nine Months Ended September 30, 2025							
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Treasury Stock		Total
	Shares	Par Value				Shares	Amount	
Balance at January 1, 2025	130,918,997	$ 14	$ 1,460,270	$ 5,567	$ (1,200,145)	13,176,999	$ (196,382)	69,324
Net income	—	—	—	—	22,919	—	—	22,919
Currency translation adjustments, net of tax	—	—	—	969	—	—	—	969
Fair value adjustments of cash flow hedges, net of tax	—	—	—	(5,576)	—	—	—	(5,576)
Stock-based compensation expense	—	—	18,520	—	—	—	—	18,520
Issuance of common stock upon exercise of stock options	1,453,791	1	4,738	—	—	—	—	4,739
Issuance of common stock upon vesting of restricted stock units	1,395,311	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(4,568)	—	—	—	—	(4,568)
Issuance of common stock in connection with employee stock purchase plan	86,243	—	629	—	—	—	—	629
Retirement of treasury stock	—	(2)	(196,380)	—	—	(13,176,999)	196,382	—
Balance at September 30, 2025	133,854,342	$ 13	$ 1,283,209	$ 960	$ (1,177,226)	—	$ —	$ 106,956

See the Notes to Unaudited Condensed Consolidated Financial Statements

1. Basis of Presentation

The Business – Gogo Inc. ("Gogo," the "Company," "we," "us," or "our") is the only multi-orbit, multi-band in-flight connectivity provider offering connectivity technology purpose-built for business and military/government aviation. We have a holistic approach of providing broadband connectivity services to our customers from small to large aircraft and heavy jets through our air-to-ground ("ATG") technology and integrated low earth orbit ("LEO") and geostationary earth orbit ("GEO") satellite solutions provided by multiple satellite constellations owned by our satellite network partners. We aim to deliver to our customers consistent, global tip-to-tail connectivity with a suite of software, hardware, and advanced infrastructure supported by a 24/7/365 in-person customer support team to fit their every need.

Segments – The Company's chief operating decision maker ("CODM") is the Chief Executive Officer. The CODM makes resource and operating decisions by evaluating performance and business results of the consolidated company. As a result, the Company has a single reportable segment, with net income (loss) utilized as the performance measure.

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 (the "Securities Act"). 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, 2025 as filed with the Securities and Exchange Commission (the "SEC") on February 27, 2026 (the "2025 10-K"). These Unaudited Condensed Consolidated Financial Statements reflect, in the opinion of management, all material adjustments (which include normal 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 nine-month periods ended September 30, 2026 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2026.

We had one class of common stock outstanding as of September 30, 2026 and December 31, 2025.

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 as of 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 various other assumptions believed to be reasonable under the circumstances. However, actual results could differ materially from those estimates.

Recently Issued Accounting Pronouncements

The Company considers the applicability and impact of all Accounting Standards Updates ("ASUs") issued by the Financial Accounting Standards Board ("FASB"). ASUs not listed below were assessed and determined to be either not applicable or expected to have minimal impact on our consolidated financial statements and related notes.

Accounting standards not yet adopted:

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement - Reporting Comprehensive Income (Subtopic 220-40): Disaggregation of Income Statement Expenses,* which requires disclosure about specific types of expenses included in the expense captions presented in the Consolidated Statements of Operations. This guidance is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted and the amendments should be applied on a prospective basis, however, retrospective application is permitted. We are currently evaluating the impact that this guidance will have upon our consolidated financial statements and related notes.

In September 2025, the FASB issued ASU No. 2025-06, Intangibles-Goodwill and Other Internal-Use Softw*are (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software,* which details the criteria for capitalization of internal-use software costs. The ASU is effective for fiscal years beginning after December 15, 2027, and interim periods within those fiscal years, and may be adopted on a prospective, modified, or retrospective transition approach, and early adoption is permitted. We are currently evaluating the impact that this guidance will have upon our consolidated financial statements and related notes.

In December 2025, the FASB issued ASU No. 2025-10, *Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities*, which establishes authoritative guidance on the recognition, measurement, presentation and disclosure of government grants. The ASU is effective for fiscal years beginning after December 15, 2028, including interim periods within those fiscal years, with early adoption permitted. We are currently evaluating the impact that this guidance will have upon our consolidated financial statements and related notes.

2. Earnings Per Share

Basic earnings per share is computed using the weighted average number of common shares outstanding for the period. Diluted earnings per share is computed using the weighted average number of common shares outstanding and the treasury stock method for stock-based compensation. Contingently issuable shares are only included in the diluted earnings per share computation once all necessary conditions have been satisfied.

The diluted earnings per share calculations exclude the effect of stock options, deferred stock units, performance stock units, restricted stock units and the potential Earnout Liability related to the acquisition of Satcom Direct when the computation is anti-dilutive. For the three- and nine-month periods ended September 30, 2026, the weighted average number of shares excluded from the computation was 90.0 million and 70.3 million, respectively. For the three- and nine-month periods ended September 30, 2025, the weighted average number of shares excluded from the computation was 33.8 million and 26.5 million, respectively.

The following table sets forth the computation of basic and diluted earnings per share for the three- and nine-month periods ended September 30, 2026 and 2025 (*in thousands, except per share amounts*):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
Basic	**2026**	**2025**	**2026**	**2025**
Net income (loss)	$ (3,200)	$ (1,930)	$ 7,876	$ 22,919
Weighted average shares outstanding	136,636	134,657	136,194	133,403
Earnings (loss) per share - basic	$ (0.02)	$ (0.01)	$ 0.06	$ 0.17

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
Diluted	**2026**	**2025**	**2026**	**2025**
Net income (loss)	$ (3,200)	$ (1,930)	$ 7,876	$ 22,919
Average shares				
Weighted average shares outstanding	136,636	134,657	136,194	133,403
Effect of dilutive securities - stock-based compensation	—	—	780	3,237
Total weighted average diluted shares outstanding	136,636	134,657	136,974	136,640
Earnings (loss) per share - diluted	$ (0.02)	$ (0.01)	$ 0.06	$ 0.17

3. Revenue Recognition

Remaining performance obligations

As of September 30, 2026, the aggregate amount of the transaction price in our contracts allocated to the remaining unsatisfied performance obligations ("RPO") was approximately $442 million and excludes consideration from contracts that have an original duration of one year or less. Approximately $427 million of the RPO primarily represents connectivity and entertainment service revenues which are recognized as services are provided, which is expected to occur through the remaining term of the contracts. Our contracts vary in length and generally have terms of two to ten years. We expect to recognize approximately 40% of our connectivity and entertainment service RPO within the next year, approximately 48% in one to five years and the remaining 12% in five to ten years. The remaining $15 million of the RPO represents future equipment revenue that is expected to be recognized primarily within the next three years as equipment is shipped.

Disaggregation of revenue

The following table presents our revenue disaggregated by category *(in thousands)*:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Service revenue by type				
Satellite broadband	$ 83,919	$ 78,489	$ 248,338	$ 232,874
ATG broadband	55,469	71,051	180,291	221,235
Narrowband and other	43,341	40,416	133,104	128,424
Total service revenue by type	$ 182,729	$ 189,956	$ 561,733	$ 582,533
Service revenue by market				
Business aviation	$ 145,561	$ 162,622	$ 451,246	$ 497,269
Military / Government	37,168	27,334	110,487	85,264
Total service revenue by market	$ 182,729	$ 189,956	$ 561,733	$ 582,533
Equipment revenue				
Satellite broadband	$ 17,305	$ 9,511	$ 42,808	$ 20,449
ATG broadband	6,627	17,456	38,454	57,914
Narrowband and other	6,573	6,662	19,369	19,034
Total equipment revenue	$ 30,505	$ 33,629	$ 100,631	$ 97,397

Contract balances

Our current and non-current contract asset balances totaled $52.2 million and $39.6 million as of September 30, 2026 and December 31, 2025, respectively. Contract assets represent the aggregate amount of revenue recognized in excess of billings and recoverable contract costs primarily for certain promotional sales programs.

Our current and non-current deferred revenue balances totaled $30.5 million and $36.0 million as of September 30, 2026 and December 31, 2025, respectively. Deferred revenue includes, among other things, prepayments for equipment and subscription connectivity products. For the three- and nine-month periods ended September 30, 2026, we recognized revenue of $5.4 million and $29.3 million, respectively, that was previously included in the deferred revenue balance as of December 31, 2025. For the three- and nine-month periods ended September 30, 2025, we recognized revenue of $10.0 million and $40.7 million, respectively, that was previously included in the deferred revenue balance as of December 31, 2024.

4. Government Assistance

Federal Communications Commission ("FCC") Reimbursement Program

On July 15, 2022, the Company was notified that it was approved for participation in the FCC Reimbursement Program, designed to reimburse providers of advanced communications services for reasonable costs incurred in the required removal, replacement, and disposal of covered communications equipment or services, that have been deemed to pose a national security risk, from their networks. Pursuant to the FCC Reimbursement Program, the FCC approved up to approximately $334 million in reimbursements to the Company to cover documented and approved costs to (i) remove and securely destroy all ZTE communications equipment and services in the Company's terrestrial U.S. networks and replace such equipment and (ii) remove and replace certain

equipment installed on aircraft operated by the Company's ATG customers that is not compatible with the terrestrial equipment that will replace ZTE equipment. Due to an initial shortfall in the amount appropriated by Congress to fund the FCC Reimbursement Program, approximately $132 million of the approved amount was allocated to the Company under the program. Following passage of the Fiscal Year 2025 National Defense Authorization Act, the Company was allocated its full approved amount of approximately $334 million and the program completion deadline was extended to May 8, 2027.

As of September 30, 2026 and December 31, 2025, we have recorded a $30.7 million and $27.8 million receivable from the FCC, respectively, which are included in Prepaid expenses and other current assets in our Unaudited Condensed Consolidated Balance Sheets.

The following are the FCC Reimbursement Program-related deductions to the carrying value of asset balances in our Unaudited Condensed Consolidated Balance Sheets as of September 30, 2026 and December 31, 2025 *(in thousands):*

	September 30, 2026	December 31, 2025
Assets:		
Inventories	$ (170)	$ (1,380)
Prepaid expenses and other current assets	(8,963)	(7,349)
Property and equipment, net	(64,416)	(48,001)
Intangible assets, net	(10,242)	(2,200)
Operating lease right-of-use assets	(1,503)	(2,712)
Other non-current assets	(24,234)	(21,376)

The following are the FCC Reimbursement Program-related increases to Net income in our Unaudited Condensed Consolidated Statements of Operations for the three- and nine-month periods ended September 30, 2026 and 2025 *(in thousands)*:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Revenue:				
Service revenue	$ 6,650	$ 2,037	$ 15,163	$ 5,631
Operating expenses:				
Cost of service revenue	824	514	2,986	554
Cost of equipment revenue	337	1,478	2,624	5,720
Engineering, design and development	1,448	—	7,685	—
General and administrative	366	115	1,153	302
Depreciation and amortization	80	—	127	—

5. Composition of Certain Balance Sheet Accounts

Inventories consist primarily of telecommunications systems and parts and are recorded at the lower of average cost or net realizable value. 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 September 30, 2026 and December 31, 2025 were as follows (*in thousands*):

	September 30, 2026	December 31, 2025
Work-in-process component parts	$ 57,470	$ 41,713
Finished goods	62,432	57,140
Total inventory[(1)]	$ 119,902	$ 98,853

(1) See Note 4, "Government Assistance," for additional information.

Prepaid expenses and other current assets as of September 30, 2026 and December 31, 2025 were as follows (*in thousands*):

	September 30, 2026	December 31, 2025
Interest rate caps and receivable	$ 3,456	$ 3,365
FCC reimbursement receivable[(1)]	30,725	27,769
Contract assets[(1)]	11,580	10,092
Prepaid inventories	3,091	2,545
Other	24,820	25,268
Total prepaid expenses and other current assets	$ 73,672	$ 69,039

(1) See Note 4, "Government Assistance," for additional information.

Property and equipment as of September 30, 2026 and December 31, 2025 were as follows (*in thousands*):

	September 30, 2026	December 31, 2025
Office equipment, furniture, fixtures and other[(1)]	$ 59,647	$ 56,973
Leasehold improvements	16,985	16,855
Network equipment[(1)(2)]	197,786	195,640
	274,418	269,468
Accumulated depreciation	(166,316)	(152,194)
Total property and equipment, net	$ 108,102	$ 117,274

(1) To conform with current-period classification, as of December 31, 2025, $2.4 million has been reclassified from Office equipment, furniture, fixtures and other to Network equipment.

(2) See Note 4, "Government Assistance," for additional information.

In addition to the above, the Company classified $26.4 million and $26.3 million of property and equipment as Assets held for sale on our Unaudited Condensed Consolidated Balance Sheets as of September 30, 2026 and December 31, 2025, respectively. Assets held for sale represent the main corporate facility and data center of Satcom Direct and associated land in Melbourne, Florida. The Company expects to sell the assets within the next twelve months.

Other non-current assets as of September 30, 2026 and December 31, 2025 were as follows (*in thousands*):

	September 30, 2026	December 31, 2025
Interest rate caps	$ —	$ 1,108
Contract assets, net of allowances of $771 and $538, respectively[(1)]	40,651	29,500
Revolving credit facility deferred financing costs	1,016	1,584
Other	11,925	12,736
Total other non-current assets	$ 53,592	$ 44,928

(1) See Note 4, "Government Assistance," for additional information.

Accrued liabilities as of September 30, 2026 and December 31, 2025 were as follows (*in thousands*):

	September 30, 2026	December 31, 2025
Earnout Liability	$ 22,600	$ 38,900
Employee compensation and benefits	16,418	28,174
Operating leases	14,395	13,850
Customer credit reserve	17,050	14,647
Accrued inventory	1,630	8,845
Warranty reserve	5,160	5,720
Taxes	7,226	5,437
Accrued interest	99	132
Other	23,904	23,315
Total accrued liabilities	$ 108,482	$ 139,020

Other non-current liabilities as of September 30, 2026 and December 31, 2025 were as follows (*in thousands*):

	September 30, 2026	December 31, 2025
Earnout Liability	$ 17,700	$ 33,000
Other	10,840	11,064
Total other non-current liabilities	$ 28,540	$ 44,064

6. Research and Development Costs

Expenditures for research and development are charged to expense as incurred and totaled $9.9 million and $26.1 million, respectively, during the three- and nine-month periods ended September 30, 2026 and $15.7 million and $42.1 million, respectively, during the prior-year periods. Research and development costs are reported as Engineering, design and development expenses in our Unaudited Condensed Consolidated Statements of Operations.

7. Goodwill and Other Intangible Assets

Our intangible assets are comprised of both indefinite-lived and finite-lived intangible assets and goodwill. Intangible assets with indefinite lives 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 test of our indefinite-lived intangible assets during the fourth quarter of each fiscal year, and the results from the test performed in the fourth quarter of 2025 indicated no impairment. We also reevaluate the useful life of indefinite-lived intangible assets each reporting period to determine whether events and circumstances continue to support an indefinite useful life.

The carrying value of goodwill was $193.2 million as of both September 30, 2026 and December 31, 2025.

Our intangible assets, other than goodwill, as of September 30, 2026 and December 31, 2025 were as follows (*in thousands*):

	September 30, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Finite-lived intangible assets[(1)]:						
Software	$ 140,069	$ (62,705)	$ 77,364	$ 141,942	$ (55,524)	$ 86,418
Service customer relationships	152,681	(60,903)	91,778	152,681	(39,410)	113,271
OEM and dealer relationships	17,024	(9,287)	7,737	17,024	(8,119)	8,905
Other	10,735	(2,796)	7,939	10,373	(1,468)	8,905
Total amortized intangible assets	320,509	(135,691)	184,818	322,020	(104,521)	217,499
Indefinite-lived intangible assets:						
FCC License	31,319	—	31,319	31,319	—	31,319
Total intangible assets	$ 351,828	$ (135,691)	$ 216,137	$ 353,339	$ (104,521)	$ 248,818

(1) See Note 4, “Government Assistance,” for additional information.

Amortization expense was $10.6 million and $31.2 million, respectively, for the three- and nine-month periods ended September 30, 2026, and $10.0 million and $29.7 million, respectively, for the prior-year periods.

Amortization expense for the remainder of 2026, each of the next four years and thereafter is estimated to be as follows (*in thousands*):

Years ending December 31,	Amortization Expense
2026 (period from October 1 to December 31)	$ 10,495
2027	$ 42,953
2028	$ 43,184
2029	$ 40,629
2030	$ 13,446
Thereafter	$ 34,111

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

8. Long-Term Debt and Other Liabilities

Long-term debt as of September 30, 2026 and December 31, 2025 was as follows (*in thousands*):

	September 30, 2026	December 31, 2025
2021 Term Loan Facility	$ 600,589	$ 600,225
HPS Term Loan Facility	221,631	243,273
Less: deferred financing costs	(5,086)	(7,419)
Less: current portion of long-term debt	(2,500)	(2,500)
Total long-term debt	$ 814,634	$ 833,579

2021 Credit Agreement

On April 30, 2021, Gogo and Gogo Intermediate Holdings LLC ("GIH") (a wholly owned subsidiary of Gogo) entered into a credit agreement (the "Original 2021 Credit Agreement," and, as it may be amended, supplemented or otherwise modified from time to time, the "2021 Credit Agreement") among Gogo, GIH, the lenders and issuing banks party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent, which provides for (i) a term loan credit facility (the "2021 Term Loan Facility") in an aggregate principal amount of $725.0 million, issued with a discount of 0.5%, and (ii) a revolving credit facility (the "2021 Revolving Facility" and together with the 2021 Term Loan Facility, the "2021 Facilities") of up to $100.0 million, which includes a letter of credit sub-facility. As of the Closing Date (as defined below), the 2021 Term Loan Facility consists of two tranches: Initial Term Loans in an aggregate principal amount of $33.4 million (the "Initial Term Loan Facility"), which mature on April 30, 2028; and the 2026 Extended Term Loans (as defined below) in an aggregate principal amount of $544.4 million (the "2026 Extended Term Loan Facility"), which mature on October 31, 2030.

On December 3, 2024, Gogo and GIH entered into a second amendment to the 2021 Credit Agreement, by and among, Gogo, GIH, guarantors party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent, and the lenders party thereto, among other purposes, (a) increase the aggregate principal amount of the 2021 Revolving Facility to an aggregate amount equal to $122 million and (b) extend the maturity date of the 2021 Revolving Facility to December 3, 2029 (subject to such maturity date springing to the date that is 90 days prior to the then-current maturity date of (a) the 2021 Term Loan Facility under the 2021 Credit Agreement and (b) the HPS Term Loan Facility under the HPS Credit Agreement under certain conditions).

On November 6, 2026 (the "Closing Date"), Gogo and GIH entered into a third amendment to the 2021 Credit Agreement, by and among Gogo, GIH, the guarantors party thereto and the lenders party thereto, to, among other purposes, extend the maturity of the term loans held by consenting lenders under the 2021 Term Loan Facility by converting such term loans into a new class of term loans, which are the 2026 Extended Term Loans. The third amendment includes a mechanic for holders of the Initial Term Loan Facility to convert their Initial Term Loans into 2026 Extended Term Loans within a period of time after the Closing Date, with such conversion to be effective as of the Closing Date. The third amendment also requires GIH to prepay $25.0 million of the 2026 Extended Term Loans on the Closing Date (with any additional holders of Initial Term Loans converting after the Closing Date to receive their pro rata share of such amount), $30.0 million of the 2026 Extended Term Loans on or prior to December 31, 2026 and an additional $20.0 million of 2026 Extended Term Loans on or prior to December 31, 2027, in each case subject to reduction for voluntary prepayments and repurchases. These additional mandatory prepayments apply only to the 2026 Extended Term Loans. Subject to the right of individual lenders to decline receipt of prepayments, mandatory prepayments from asset disposition proceeds,

debt incurrence proceeds and excess cash flow are allocated pro rata among the outstanding term loan tranches. The third amendment also effects certain other changes to the 2021 Credit Agreement described below.

The Initial Term Loan Facility amortized in quarterly installments equal to one percent of the aggregate initial principal amount thereof per annum, with the remaining balance payable upon final maturity of the Initial Term Loan Facility. There are no amortization payments under the Revolving Facility. The 2026 Extended Term Loans amortize in quarterly installments commencing on March 31, 2027 equal to 0.75% of their initial aggregate principal amount through and including March 31, 2028, 1.125% thereafter through and including March 31, 2029 and 1.25% thereafter, subject to reduction for applicable prepayments, with the remaining balance payable at maturity.

The Initial Term Loan Facility bears annual interest at a floating rate measured by reference to, at GIH's option, either (i) an adjusted term secured overnight financing rate as administered by the Federal Reserve Bank of New York ("SOFR") (subject to a floor of 0.75%) plus an applicable margin of 3.75% and a credit spread adjustment of approximately 0.11%, 0.26% or 0.43% per annum based on 1-month, 3-month or 6-month term SOFR, respectively, or (ii) an alternate base rate plus an applicable margin of 2.75%. The 2026 Extended Term Loans bear annual interest, at GIH's option, at either (i) term SOFR (subject to a floor of 0.00%), with no credit spread adjustment, plus an applicable margin of 5.75% or (ii) an alternate base rate plus an applicable margin of 4.75%.

Loans outstanding under the Revolving Facility bear annual interest at a floating rate measured by reference to, at GIH's option, either (i) an adjusted term SOFR rate (subject to a floor of 0.00%) plus an applicable margin ranging from 3.50% to 4.00% per annum depending on GIH's senior secured first lien net leverage ratio or (ii) an alternate base rate plus an applicable margin ranging from 2.50% to 3.00% per annum depending on GIH's senior secured first lien net leverage ratio. Additionally, unused commitments under the Revolving Facility are subject to a fee ranging from 0.25% to 0.50% per annum depending on GIH's senior secured first lien net leverage ratio. As of September 30, 2026, the fee for unused commitments under the Revolving Facility was 0.25% and the applicable margin was 4.00% for SOFR rate loans and 3.00% for alternate rate loans.

The 2021 Facilities may be prepaid at GIH's option at any time without premium or penalty (other than customary breakage costs), subject to minimum principal payment amount requirements. On May 3, 2023, the Company prepaid $100 million of the outstanding principal amount of the 2021 Term Loan Facility. This prepayment satisfied the required amortization payments for the remaining term of the Initial Term Loan Facility. Optional term loan prepayments may be allocated among the Initial Term Loan Facility and the 2026 Extended Term Loan Facility as directed by GIH.

Subject to certain exceptions and de minimis thresholds, both the Initial Term Loan Facility and the 2026 Extended Term Loans are subject to mandatory prepayments in an amount equal to:

- 100% of the net proceeds of certain asset sales, insurance recovery and condemnation events;
- 100% of the net proceeds of certain debt incurrences; and
- 50% of annual excess cash flow (as defined in the 2021 Credit Agreement) above $10 million, subject to reduction to 25% and 0% if specified senior secured first lien net leverage ratio targets are met.

Mandatory prepayments from asset disposition proceeds, debt incurrence proceeds and excess cash flow are generally allocated pro rata among the outstanding term loan tranches, subject to applicable exceptions and lender declination rights. The additional $25.0 million, $30.0 million and $20.0 million prepayments described above apply solely to the 2026 Extended Term Loans.

The 2021 Credit Agreement contains customary representations and warranties and customary affirmative and negative covenants. The negative covenants include restrictions on, among other things: incurrence of indebtedness or issuance of disqualified equity interests; incurrence or existence of liens; consolidations or mergers; activities of Gogo and any subsidiary holding a license issued by the FCC; investments, loans, advances, guarantees or acquisitions; asset sales; dividends or other distributions on equity; purchase, redemption or retirement of capital stock; payment or redemption of certain junior indebtedness; entry into other agreements that restrict the ability to incur liens securing the 2021 Facilities; and amendment of organizational documents; in each case subject to customary exceptions. The Third Amendment introduces provisions restricting the Company's ability to undertake certain liability management transactions by restricting priming/subordination and non-pro-rata treatment of the 2026 Extended Term Loans and/or lenders of the 2026 Extended Term Loans, subject to specified exceptions, and introduces provisions requiring the consent of a supermajority of the lenders of the 2026 Extended Term Loans to approve or waive.

The Revolving Facility includes a financial covenant set at a maximum senior secured first lien net leverage ratio of 7.50:1.00, which will apply if the outstanding amount of loans and unreimbursed letter of credit drawings thereunder at the end of any fiscal quarter exceeds 35% of the aggregate of all commitments thereunder.

The 2021 Credit Agreement contains customary events of default, which, if any of them occurred, would permit or require the principal, premium, if any, and interest on all of the then outstanding obligations under the 2021 Facilities to be due and payable immediately and the commitments under the Revolving Facility to be terminated.

The Revolving Facility is available for working capital and general corporate purposes of GIH and its subsidiaries and was undrawn as of September 30, 2026 and December 31, 2025.

As of both September 30, 2026 and December 31, 2025, the outstanding principal amount of the 2021 Term Loan Facility was $601.4 million, the unaccreted debt discount was $0.8 million and $1.2 million, respectively, and the net carrying amount was $600.6 million and $600.2 million, respectively.

We paid approximately $21.6 million of loan origination and financing costs related to the 2021 Facilities, which are being accounted for as deferred financing costs on our Unaudited Condensed Consolidated Balance Sheets and are amortized over the terms of the 2021 Facilities. Total amortization expense was $0.8 million and $2.3 million, respectively, for the three- and nine-month periods ended September 30, 2026, and $0.7 million and $2.2 million, respectively, for the prior-year periods and is included in interest expense in our Unaudited Condensed Consolidated Statements of Operations. As of September 30, 2026 and December 31, 2025, the balance of unamortized deferred financing costs related to the 2021 Facilities was $5.1 million and $7.4 million, respectively. We paid approximately $8.8 million of loan origination and financing costs related the 2026 Extended Term Loan Facility.

Gogo, GIH, and each direct and indirect wholly-owned U.S. restricted subsidiary of GIH (Gogo and such subsidiaries collectively, the "Guarantors") are also party to a guarantee agreement, dated April 30, 2021 (the "2021 Guarantee Agreement"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the "2021 Collateral Agent"), by which GIH and the Guarantors guarantee the obligations under the 2021 Facilities and certain other secured obligations as set forth in the 2021 Guarantee Agreement, and GIH and the Guarantors entered into a collateral agreement, dated April 30, 2021 (the "2021 Collateral Agreement"), in favor of the 2021 Collateral Agent, whereby GIH and the Guarantors grant a security interest in substantially all of their respective tangible and intangible assets (including the equity interests in each direct material wholly-owned U.S. restricted subsidiary owned by GIH or any Guarantor, and 65% of the equity interests in any non-U.S. subsidiary held directly by GIH or any Guarantor), subject to certain exceptions, to secure the obligations under the 2021 Facilities and certain other secured obligations as set forth in the 2021 Collateral Agreement. The liens granted under the 2021 Term Loan Facility are subject to an intercreditor agreement and are *pari passu* with the liens granted under the HPS Term Loan Facility (as defined below). The third amendment to the 2021 Credit Agreement adds a requirement for certain foreign subsidiaries to join as guarantors. Other foreign subsidiaries are required to provide guarantees if their assets, revenues or Consolidated EBITDA exceed the applicable individual materiality thresholds, or if they cease to qualify as immaterial because the applicable aggregate thresholds are exceeded. Additional collateral granted pursuant to the third amendment to the 2021 Credit Agreement will also secure the obligations under the HPS Term Loan Facility on a *pari passu* basis, subject to the terms of the Intercreditor Agreement.

HPS Credit Agreement

On December 3, 2024, the Company and GIH entered into a credit agreement (the "HPS Credit Agreement" and together with the 2021 Credit Agreement, the "Credit Agreements") with HPS Investment Partners, LLC ("HPS"), as the administrative agent, and the lenders party thereto, which provides for a term loan credit facility (the "HPS Term Loan Facility") in an aggregate principal amount of $250 million. The HPS Term Loan Facility amortizes in quarterly installments equal to one percent of the aggregate initial principal amount thereof per annum, with the remaining balance payable upon final maturity of the HPS Term Loan Facility on April 30, 2028.

The HPS Term Loan Facility bears annual interest at a floating rate measured by reference to, at the Company's option, either (i) an adjusted term SOFR (subject to a floor of 1.00%) plus an initial applicable margin of 6.00%, which is subject to two leverage-based step-downs of up to 0.25% each or (ii) an alternate base rate plus an applicable margin of 5.00%, which is subject to two leverage-based step-downs of up to 0.25% each.

The HPS Term Loan Facility may be prepaid at the Company's option, at any time, without premium or penalty (other than customary breakage costs, and except that during the period from 12 months to 24 months following the closing of the HPS Credit Agreement, certain prepayments of the HPS Term Loan Facility are subject to a 1.00% prepayment premium), subject to minimum principal repayment amount requirements.

Subject to certain exceptions and de minimis thresholds, the HPS Term Loan Facility is subject to mandatory prepayments in an amount equal to:

- 100% of the net cash proceeds of certain asset sales, insurance recovery and condemnation events;
- 100% of the net cash proceeds of certain debt offerings; and

- 75% of annual excess cash flow (as defined in the HPS Credit Agreement), subject to reduction to 50% if specified senior secured first lien net leverage ratio targets are met.

The HPS Credit Agreement contains customary representations and warranties and customary affirmative and negative covenants. The negative covenants include restrictions on, among other things: the incurrence of indebtedness or issuance of disqualified equity interests; the incurrence or existence of liens; consolidations or mergers; activities of the Company; the making of investments, loans, advances, guarantees or acquisitions; asset sales; the making of dividends or other distributions on equity; the purchase, redemption or retirement of capital stock; payment or redemption of certain junior indebtedness; activities of Federal Communications Commission license holders; entry into other agreements that restrict the ability to incur liens securing the HPS Term Loan Facility.

The HPS Credit Agreement contains customary events of default, which, if any of them occurred, would permit or require the principal, premium, if any, and interest on all of the then outstanding obligations under the HPS Term Loan Facility to be due and payable immediately.

As of September 30, 2026 and December 31, 2025, the outstanding principal amount of the HPS Term Loan Facility was $223.9 million and $246.9 million, respectively, the unaccreted debt discount was $2.3 million and $3.6 million, respectively, and the net carrying amount was $221.6 million and $243.3 million, respectively. In accordance with the HPS Credit Agreement, the Company paid $21.1 million of the outstanding principal amount of the HPS Term Loan Facility in April 2026. As a result, the Company expensed $0.4 million of the unaccreted debt discount and deferred financing costs, which are included in Loss on extinguishment of debt in our Unaudited Condensed Consolidated Statements of Operations for the nine-month period ended September 30, 2026.

We paid approximately $2.2 million of loan origination and financing costs related to the HPS Credit Agreement which are being accounted for as deferred financing costs on our Unaudited Condensed Consolidated Balance Sheets and are amortized over the term of the HPS Credit Agreement. Total amortization expense was $0.1 million and $0.5 million, respectively, for the three- and nine-month periods ended September 30, 2026, and $0.1 million and $0.4 million, respectively, for the prior-year periods and is included in interest expense in our Unaudited Condensed Consolidated Statements of Operations. As of September 30, 2026 and December 31, 2025, the balance of unamortized deferred financing costs related to the HPS Credit Agreement was $1.0 million and $1.6 million, respectively.

On December 3, 2024, Gogo, GIH, and the Guarantors entered into a guarantee agreement (the "HPS Guarantee Agreement") in favor of HPS Investment Partners, LLC, as collateral agent (the "HPS Collateral Agent"), whereby GIH and the Guarantors guarantee the obligations under the HPS Term Loan Facility and certain other secured obligations as set forth in the HPS Guarantee Agreement, and GIH and the Guarantors entered into a collateral agreement (the "HPS Collateral Agreement"), in favor of the HPS Collateral Agent, whereby GIH and the Guarantors grant a security interest in substantially all of their respective tangible and intangible assets (including the equity interests in each direct material wholly-owned U.S. restricted subsidiary owned by GIH or any Guarantor, and 65% of the equity interests in any non-U.S. subsidiary held directly by GIH or any Guarantor), subject to certain exceptions, to secure the obligations under the HPS Term Loan Facility and certain other secured obligations as set forth in the HPS Collateral Agreement. The liens granted under the HPS Term Loan Facility are subject to an intercreditor agreement and are *pari passu* with the liens granted under the 2021 Term Loan Facility.

9. Derivative Instruments and Hedging Activities

We are exposed to interest rate risk on our variable rate borrowings. We currently use interest rate caps to manage our exposure to interest rate changes, and have designated these interest rate caps as cash flow hedges for accounting purposes. Accordingly, the earnings impact of the derivatives designated as cash flow hedges is recorded upon the recognition of the variable interest payments related to the hedged debt.

In May 2021, we purchased interest rate caps with an aggregate notional amount of $650.0 million for $8.6 million. The cost of the interest rate caps will be amortized to interest expense using the caplet method, from the effective date through the termination date. We receive payments in the amount calculated pursuant to the caps for any period in which the daily compounded SOFR rate plus a credit spread adjustment recommended by the Alternative Reference Rates Committee of 0.26% increases beyond the applicable strike rate. The notional amounts of the interest rate caps periodically decrease over the life of the caps.

The notional amounts, strike rates and end dates of the cap agreements are as follows *(notional amounts in thousands)*:

Start Date	End Date	Notional Amounts	Strike Rate
7/31/2021	7/30/2023	$ 650,000	0.75%
7/31/2023	7/30/2024	525,000	0.75%
7/31/2024	7/30/2025	350,000	1.25%
7/31/2025	7/30/2026	250,000	2.25%
7/31/2026	7/30/2027	200,000	2.75%

We record the effective portion of changes in the fair value of our cash flow hedges to other comprehensive income (loss), net of tax, and subsequently reclassify these amounts into earnings in the period during which the hedged transaction is recognized. The amounts included in accumulated other comprehensive income (loss) will be reclassified to interest expense in the event the hedges are no longer considered effective, in accordance with ASC 815, *Derivatives and Hedging*. No gains or losses of our cash flow hedges were considered to be ineffective and reclassified from other comprehensive income (loss) to earnings for the three- and nine-month periods ended September 30, 2026 and 2025. We estimate that approximately $1.2 million currently recorded in accumulated other comprehensive income (loss) will be recognized in earnings over the next 12 months. We assess the effectiveness of the hedges on an ongoing basis, and the remaining outstanding caps are still considered to be highly effective, and remain designated as a cash flow hedge. Cash flows from interest rate caps are classified in the Unaudited Condensed Consolidated Statements of Cash Flows as investing activities.

For the three-month period ended September 30, 2026, we recorded a decrease in fair value of the interest rate caps of $0.3 million, net of an immaterial amount of tax, and for the nine-month period ended September 30, 2026, we recorded a decrease in fair value of the interest rate caps of $0.8 million, net of an immaterial amount of tax. For the three-month period ended September 30, 2025, we recorded a decrease in fair value of the interest rate caps of $1.6 million, net of tax of $0.4 million and for the nine-month period ended September 30, 2025, we recorded a decrease in fair value of the interest rate caps of $7.2 million, net of tax of $1.9 million. Increases and decreases in fair value on interest rate caps above exclude amortization of the purchase price paid for the interest rate caps.

When derivatives are used, we are exposed to credit loss in the event of non-performance by the counterparties; however, non-performance is not anticipated. ASC 815, *Derivatives and Hedging*, requires companies to recognize all derivative instruments as either assets or liabilities at fair value in the balance sheet. The fair values of the interest rate derivatives are based on quoted market prices for similar instruments from commercial banks (based on significant observable inputs - Level 2 inputs).

The following table presents the fair value of our interest rate derivatives included in the Unaudited Condensed Consolidated Balance Sheets for the periods presented (in thousands):

Derivatives designated as hedging instruments	Balance sheet location	September 30, 2026	December 31, 2025
Current portion of interest rate caps	Prepaid expenses and other current assets	$ 2,996	$ 2,568
Non-current portion of interest rate caps	Other non-current assets	$ —	$ 1,108

Fair Value Measurement

Our derivative assets and liabilities consist principally of interest rate caps, which are carried at fair value based on significant observable inputs (Level 2 inputs). Derivatives entered into by us are typically executed over-the-counter and are valued using discounted cash flows along with fair value models that primarily use market observable inputs. These models take into account a variety of factors including, where applicable, maturity, interest rate yield curves, and counterparty credit risks.

10. 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 assets and amortized over the useful lives of the assets.

The following is a summary of our interest costs for the three- and nine-month periods ended September 30, 2026 and 2025 *(in thousands)*:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Interest costs charged to expense	$ 17,123	$ 17,981	$ 50,115	$ 53,079
Amortization of deferred financing costs	940	888	2,781	2,587
Amortization of the purchase price of interest rate caps	309	379	1,116	1,609
Interest rate cap benefit	(784)	(2,013)	(2,939)	(7,918)
Accretion of debt discount	458	446	1,412	1,293
Interest expense	18,046	17,681	52,485	50,650
Interest costs capitalized to property and equipment	—	964	1,004	2,859
Interest costs capitalized to software	175	334	731	1,287
Total interest costs	$ 18,221	$ 18,979	$ 54,220	$ 54,796

11. 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 for identical assets or liabilities in active markets;
- *Level 2* - defined as observable inputs other than Level 1 inputs 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.

Refer to Note 9, "Derivative Instruments and Hedging Activities," for fair value information relating to our interest rate caps.

Earnout Liability:

In connection with the acquisition of Satcom Direct, LLC and certain of its affiliates (collectively, "Satcom Direct") in December 2024, the purchase price included up to an additional $225 million in potential earnout payments tied to realizing certain financial performance milestones over a four-year period following the acquisition (the "Earnout Liability"). Earnout payments in respect of the first three years are payable solely in cash, and any earnout payment in respect of the fourth year is payable in two parts: the first part is payable in cash, and the second part is payable in cash or common stock of the Company, at the Company's election. The fair value of the Earnout Liability was calculated using a Monte Carlo simulation based on future gross profit projections of Satcom Direct, gross profit volatility rates of comparable companies and a risk adjusted discount rate. The fair value measurement was based on significant unobservable inputs and thus represents a Level 3 measurement. The Earnout Liability has an estimated fair value of $40.3 million and $71.9 million as of September 30, 2026 and December 31, 2025, respectively. In April 2026, the Company paid cash of $40.0 million related to the 2025 financial performance milestones of the Earnout Liability.

Investment in Convertible Note:

On February 26, 2024, Gogo invested $5 million in a convertible note offering ("Investment in Convertible Note"). The Investment in Convertible Note accrues interest at 5% per annum, payable upon maturity of the note or upon conversion, and matures two years after the date of issuance. In February 2026, the maturity date of the note was extended for two additional years. In connection with the amendment, the Company was issued warrants to purchase common stock of the issuer. We have elected to measure our Investment in Convertible Note, including the warrants, using the fair value option and record changes in fair value, including accrued interest, in Other (income) expense, net on the Unaudited Condensed Consolidated Statements of Operations. The Company elected the fair value option for the Investment in Convertible Note to eliminate complexities of applying certain accounting models.

The Investment in Convertible Note is included in Other non-current assets and in Prepaid expenses and other current assets on our Unaudited Condensed Consolidated Balance Sheets as of September 30, 2026 and December 31, 2025, respectively, and the reconciliation of beginning and ending balances were as follows *(in thousands)*:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Balance at beginning of period	$ 2,624	$ 4,207	$ 655	$ 4,207
Investment	—	—	—	—
Change in fair value	(844)	458	1,125	458
Balance at end of period	$ 1,780	$ 4,665	$ 1,780	$ 4,665

Debt:

As of September 30, 2026 and December 31, 2025, our only financial assets and liabilities disclosed but not measured at fair value are the 2021 Term Loan Facility and the HPS Term Loan Facility, which are reflected on the Unaudited Condensed Consolidated Balance Sheets at cost. The fair value measurements are classified as Level 2 within the fair value hierarchy since they are based on quoted market prices of our instruments in markets that are not active. We estimated the fair values of the 2021 Term Loan Facility and the HPS Term Loan Facility by calculating the upfront cash payments a market participant would require to assume these obligations. The upfront cash payments used in the calculations of fair values on our Unaudited Condensed Consolidated Balance Sheets, excluding any issuance costs, are the amounts that a market participant would be willing to lend at such date to an

entity with a credit rating similar to ours and that would allow such an entity to achieve sufficient cash inflows to cover the scheduled cash outflows under the 2021 Term Loan Facility and HPS Term Loan Facility.

The fair value and carrying value of debt as of September 30, 2026 and December 31, 2025 were as follows *(in thousands)*:

	September 30, 2026		December 31, 2025	
	Fair Value [1]	Carrying Value	Fair Value [1]	Carrying Value
2021 Term Loan Facility	$ 505,000	$ 600,589[2]	$ 550,000	$ 600,225[2]
HPS Term Loan Facility	$ 203,000	$ 221,631[3]	$ 238,000	$ 243,273[3]

(1) Fair value amounts are rounded to the nearest million.
(2) Carrying value of the 2021 Term Loan Facility reflects the unaccreted debt discount of $0.8 million and $1.2 million as of September 30, 2026 and December 31, 2025, respectively. See Note 8, "Long-Term Debt and Other Liabilities," for further information.
(3) Carrying value of the HPS Term Loan Facility reflects the unaccreted debt discount of $2.3 million and $3.6 million as of September 30, 2026 and December 31, 2025, respectively. See Note 8, "Long-Term Debt and Other Liabilities," for further information.

12. Income Tax

The effective income tax rates for the three- and nine-month periods ended September 30, 2026 were 51.8% and 62.8%, respectively, compared to (242.8)% and 35.3%, respectively, for the prior-year periods. The effective income tax rates for the three- and nine-month periods ended September 30, 2026 were higher than the U.S. federal statutory rate of 21% primarily due to a higher estimated annual effective tax rate, driven by the greater relative impact of permanent tax differences, including stock-based compensation and non-deductible officer's compensation, as well as state income taxes. For the three-month period ended September 30, 2025, our effective income tax rate was lower than the U.S. federal statutory rate of 21% primarily due to a small pretax loss and nondeductible officer's compensation. For the nine-month period ended September 30, 2025, our effective income tax rate was higher than the U.S. federal statutory rate of 21% primarily due to state income taxes and nondeductible officer's compensation, partially offset by tax benefits related to domestic research and development tax credits.

We regularly assess the need for a valuation allowance related to our deferred income tax assets to determine, based on the weight of all available positive and negative evidence, whether it is more likely than not that some or all of such deferred assets will not be realized. In our assessments, the Company considers recent financial operating results, the scheduled expiration of our net operating losses, future taxable income, the reversal of existing taxable differences, and tax planning strategies. The remaining valuation allowance is still required for deferred tax assets related to foreign, state and local net operating losses and a valuation allowance related to our convertible note investment, as it is more likely than not as of September 30, 2026 that these deferred tax assets will not be realized.

We are subject to taxation and file income tax returns in the United States federal jurisdiction, various states, and several foreign jurisdictions including, but not limited to, Canada, Switzerland, the United Kingdom, Australia, Brazil and Singapore. With a few exceptions, as of September 30, 2026, we are no longer subject to U.S. federal, state, local or foreign 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 Statements of Operations. No penalties or interest related to uncertain tax positions were recorded for the three- and nine-month periods ended September 30, 2026 and 2025, and as of September 30, 2026 and December 31, 2025, we did not have a liability recorded for interest or potential penalties.

13. Stock-Based Compensation and Retirement Plans

Stock-Based Compensation — As of September 30, 2026, we maintained the Amended and Restated 2024 Omnibus Equity Incentive Plan (the "A&R 2024 Plan"). The A&R 2024 Plan provides for the grant of both equity and cash awards, including non-qualified stock options, incentive stock options, stock appreciation rights, performance awards (shares and units), restricted stock, restricted stock units ("RSUs"), deferred share units and other stock-based awards and dividend equivalents to eligible employees, directors and consultants, as determined by the Compensation Committee of our Board of Directors. See Note 14, "Stock-Based Compensation and Retirement Plans," in our 2025 10-K for further information regarding the 2024 Plan. The majority of our equity grants are awarded on an annual basis.

Additionally, in connection with the Company's acquisition of Satcom Direct on December 3, 2024, 2,275,000 shares were granted, consisting of a combination of RSUs and performance-based restricted stock units ("PSUs") (together, the "Inducement

Awards") by the Compensation Committee. The RSUs will vest in equal annual installments over the five-year period following the grant date. The PSUs are subject to performance-based vesting and will vest when the performance-based vesting conditions are met. Though not awarded pursuant to the 2024 Plan, the Inducement Awards have been issued subject to the terms and conditions of the 2024 Plan.

For the nine-month period ended September 30, 2026, no options to purchase shares of common stock were granted, options to purchase 61,666 shares of common stock were exercised, no options to purchase shares of common stock were forfeited and 160,514 options to purchase shares of common stock expired.

For the nine-month period ended September 30, 2026, 3,039,955 RSUs were granted, 1,138,455 RSUs vested and 344,650 RSUs were forfeited. The fair value of the RSUs granted during the nine-month period ended September 30, 2026 was approximately $11.8 million, which will generally be recognized over a period of four years.

For the nine-month period ended September 30, 2026, 422,341 deferred stock units were granted, 320,979 vested and none were forfeited. The fair value of the deferred stock units granted during the nine-month period ended September 30, 2026 was approximately $1.2 million, which will generally be recognized in 2026.

For the nine-month period ended September 30, 2026, 158,089 shares of common stock were issued under the Employee Stock Purchase Plan.

The following is a summary of our stock-based compensation expense by operating expense line in the Unaudited Condensed Consolidated Statements of Operations *(in thousands)*:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Cost of service revenue	$ 384	$ 429	$ 1,170	$ 1,271
Cost of equipment revenue	268	260	929	800
Engineering, design and development	547	943	2,012	2,608
Sales and marketing	661	865	2,166	2,226
General and administrative	3,165	4,165	8,818	11,615
Total stock-based compensation expense	$ 5,025	$ 6,662	$ 15,095	$ 18,520

Retirement Plans — We have a 401(k) plan for U.S.-based employees, as well as various defined contribution plans for international employees. Eligible U.S. employees may make tax-deferred contributions under the 401(k) plan, subject to Internal Revenue Service limitations. We match contributions towards the 401(k) plan and international defined contribution plans, subject to annual limitations. Our matching contributions were $0.9 million and $2.5 million, respectively, during the three- and nine-month periods ended September 30, 2026, and $1.0 million and $3.1 million, respectively, during the prior-year periods.

14. Leases

Operating and Financing Leases — We determine whether a contract contains a lease at contract inception and calculate the lease liability and right-of-use asset using our incremental borrowing rate. We have operating lease agreements primarily related to cell sites, data centers, satellites and office buildings. Our cell site leases generally have terms of five to ten years, with renewal options for an additional five to 25 years. For certain cell sites, the renewal options are deemed to be reasonably certain to be exercised. Our data center leases have original terms between one to four years with unlimited one-year renewal options, some of which are reasonably certain to be exercised. Our building leases have original terms of ten years, with renewal options for an additional five years, which are reasonably certain to be exercised. We recognize operating lease expense on a straight-line basis over the lease term. As of September 30, 2026, there were no significant leases which had not commenced.

The following is a summary of our lease expense included in the Unaudited Condensed Consolidated Statements of Operations *(in thousands)*:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Operating lease cost[(1)]	$ 11,551	$ 9,713	$ 35,688	$ 27,783
Financing lease cost:				
Amortization of leased assets	13	13	39	41
Interest on lease liabilities	1	2	3	7
Total lease cost	$ 11,565	$ 9,728	$ 35,730	$ 27,831

(1) Includes short-term and variable lease cost of $6.7 million and $21.7 million, respectively, for the three- and nine-month periods ended September 30, 2026 and $5.1 million and $14.1 million, respectively, for the prior-year periods.

Other information regarding our leases is as follows *(in thousands, except lease terms and discount rates)*:

	For the Nine Months Ended September 30,	
	2026	**2025**
Supplemental cash flow information		
Cash paid for amounts included in measurement of lease liabilities:		
Operating cash flows used in operating leases	$ 15,208	$ 14,541
Operating cash flows used in financing leases	$ 3	$ 7
Financing cash flows used in financing leases	$ 49	$ 33
Non-cash items:		
Operating leases obtained	$ 6,304	$ 2,285
Financing leases obtained	$ —	$ —
Weighted average remaining lease term		
Operating leases	5 years	5 years
Financing leases	Less than one year	2 years
Weighted average discount rate		
Operating leases	7.4%	7.0%
Financing leases	9.1%	9.1%

Annual future minimum lease payments as of September 30, 2026 *(in thousands)*:

Years ending December 31,	**Operating Leases**	**Financing Leases**
2026 (period from October 1 to December 31)	$ 3,818	$ 15
2027	19,022	15
2028	16,357	—
2029	14,596	—
2030	10,751	—
Thereafter	11,465	—
Total future minimum lease payments	76,009	30
Less: Amount representing interest	(11,821)	(1)
Present value of net minimum lease payments	$ 64,188	$ 29
Reported as of September 30, 2026		
Accrued liabilities	$ 14,395	$ 29
Non-current operating lease liabilities	49,793	—
Total lease liabilities	$ 64,188	$ 29

15. Commitments and Contingencies

Contractual Commitments – We have agreements with various vendors under which we have remaining commitments to purchase hardware components and development services. Such commitments will become payable as we receive the hardware components, or as development services are provided.

SmartSky Litigation – On February 28, 2022, SmartSky Networks, LLC (“SmartSky”) brought suit against Gogo Inc. and its subsidiary Gogo Business Aviation LLC in the U.S. District Court for the District of Delaware (the “Court”) alleging that Gogo 5G infringes four patents owned by the plaintiff. On February 21, 2023, the plaintiff amended its complaint to allege that Gogo 5G infringes two additional patents that had been recently issued to the plaintiff. The suit seeks compensatory damages as well as treble damages for alleged willful infringement and reimbursement of plaintiff's costs, disbursements and attorneys' fees. On May 29, 2024, Gogo Inc. and its subsidiary Gogo Business Aviation LLC amended their answer and counterclaims in the same suit, alleging that three of the six patents asserted by the plaintiff are unenforceable due to inequitable conduct before the U.S. Patent Office. A number of dispositive motions were filed on October 25, 2025, and the Court issued orders resolving those motions. SmartSky’s motions were denied. Gogo’s motion for summary judgment of invalidity on one of SmartSky’s asserted patents was granted. The Court also

granted Gogo's motion for summary judgment of no lost profits and Gogo's motion to exclude SmartSky's damages expert's opinions on lost profits and reasonable royalty damages. On November 17, 2025, the Court commenced a jury trial on the plaintiff's claims. On November 21, 2025, the jury determined that Gogo willfully infringed the plaintiff's asserted patents and returned a verdict in the total amount of $22.7 million. A one-day bench trial was held on March 4, 2026, to address Gogo's inequitable conduct defense. Post-trial briefs on the jury trial were completed on April 29, 2026. Post-trial briefs on the bench trial were completed on May 8, 2026. On September 30, 2026, the Court granted Gogo's post-trial motion as to damages, ruling that SmartSky failed to prove recoverable damages. The Court denied Gogo's post-trial motion in all other respects and resolved Gogo's inequitable conduct defense against Gogo. Final judgment has not been entered as Gogo's counterclaim suit remains pending, as discussed below. On November 3, 2026, Gogo and SmartSky filed a joint motion requesting entry of final judgment on SmartSky's claims against Gogo. We will vigorously defend our position in the infringement suit in the appellate court if necessary. The outcome of the litigation is inherently uncertain.

On March 5, 2024, Gogo Inc. and its subsidiary Gogo Business Aviation LLC filed counterclaims in the same suit, alleging that SmartSky's ATG network, Flagship equipment, and LITE ATG equipment infringe three patents owned by Gogo. Gogo's counterclaim suit seeks an unspecified amount of compensatory damages as well as reimbursement of Gogo's costs and attorneys' fees. On April 10, 2024, the Court held that Gogo's counterclaims would proceed under a separate schedule and would be tried separately from SmartSky's claims. On December 31, 2025, Gogo Inc. and its subsidiary Gogo Business Aviation LLC amended their counterclaims to add Apcela IFC JV, LLC as a counterclaim defendant. On July 22, 2026, the Court issued its Markman order. Under a schedule agreed upon by the parties, fact discovery will be completed by February 24, 2027, with dispositive motions due August 13, 2027. A trial date has been scheduled for December 2027.

On December 16, 2024, SmartSky sued Gogo Inc. and its subsidiaries in the U.S. District Court for the Western District of North Carolina alleging that Gogo maintains an illegal monopoly over air-to-ground broadband inflight connectivity products and services and has blocked SmartSky from entering the market in violation of antitrust laws. SmartSky also alleges claims of false advertising, unfair and deceptive trade practices, and tortious interference. The suit seeks actual damages, treble damages, punitive damages, disgorgement of profits, reimbursement of plaintiff's costs, attorneys' fees, pre- and post-judgment interest, and interest on actual damages. On March 14, 2025, Gogo Inc. and its subsidiary Gogo Business Aviation LLC filed a motion to dismiss for failure to state a claim. On July 10, 2026, the parties submitted Court-ordered briefing on the issue of whether a final judgment in the Delaware patent case would be preclusive in this case. The motion to dismiss is still pending. Discovery is expected to be completed by February 5, 2027 and a trial date has been scheduled for July 12, 2027. We will vigorously defend our position in this lawsuit. The outcome of the litigation is inherently uncertain.

HPS Litigation – On September 29, 2026, HPS, as the administrative agent of the HPS Credit Agreement, filed a lawsuit against Gogo Inc., GIH and other subsidiaries in the Supreme Court for State of New York, County of New York, claiming that GIH as borrower, and Gogo Inc. and the other subsidiaries as guarantors, breached the HPS Credit Agreement when GIH failed to pay an additional amount of approximately $15 million in April 2026 allegedly owed to the lenders party to the HPS Credit Agreement under the mandatory prepayment provision for 2025 excess cash flow. The Company paid $21.1 million of the outstanding principal amount of the HPS Term Loan Facility in April 2026 as scheduled under the mandatory prepayment provision for the 2025 excess cash flow. The suit seeks a money judgment of approximately $15 million, default interest, a declaratory judgment regarding the excess cash flow calculation for fiscal year 2025 and subsequent fiscal years, pre- and post-judgment interest, and attorneys' fees and costs of collection. The Company's answer to HPS's complaint is due on November 20, 2026. The lawsuit remains in its early stages and, at this point, we cannot reasonably predict its outcome or any potentially associated losses, which are inherently uncertain. We believe the Company has strong defenses to the asserted claims, and we will vigorously defend our position in the lawsuit.

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. With respect to such legal proceedings, we accrue a loss when it is probable and its amount can be reasonably estimated. 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. The Company's accrual for probable and estimable loss contingencies for the aforementioned litigation in which we are a defendant was $10.0 million and $11.5 million as of September 30, 2026 and December 31, 2025, respectively, and is recorded in Accrued liabilities on the Unaudited Condensed Consolidated Balance Sheets.

16. Accumulated Other Comprehensive Income (Loss)

The following is a summary of changes in accumulated other comprehensive income (loss) by component *(in thousands):*

	Currency Translation Adjustment	Change in Fair Value of Cash Flow Hedges	Total
Balance at January 1, 2026	$ (1,045)	$ 1,089	$ 44
Other comprehensive income (loss) before reclassifications	(451)	1,707	1,256
Less: income realized and reclassified to earnings	—	1,377	1,377
Net current period comprehensive income (loss)	(451)	330	(121)
Balance at September 30, 2026	$ (1,496)	$ 1,419	$ (77)

	Currency Translation Adjustment	Change in Fair Value of Cash Flow Hedges	Total
Balance at January 1, 2025	$ (1,757)	$ 7,324	$ 5,567
Other comprehensive income (loss) before reclassifications	969	(842)	127
Less: income realized and reclassified to earnings	—	4,734	4,734
Net current period comprehensive income (loss)	969	(5,576)	(4,607)
Balance at September 30, 2025	$ (788)	$ 1,748	$ 960

17. Subsequent Events

On November 6, 2026, the third amendment to the 2021 Credit Agreement was entered into. For more information, see Note 8, “Long-Term Debt and Other Liabilities,” for further information.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Quarterly Report on Form 10-Q 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, acquisitions, plans, goals and expectations concerning our market position, international expansion, future technologies, 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," "forecast," "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:

- our ability to continue to generate revenue from the provision of our connectivity and other service offerings;
- our reliance on our key OEMs and dealers for equipment sales;
- our dependence on single-source, third party satellite network providers;
- our reliance on third parties for equipment components and services;
- the impact of competition;
- our ability to maintain high-quality customer support;
- our development and fixed-price contracts;
- our participation in U.S. government contracts;
- our participation in non-U.S. government contracts;
- the finite useful life of satellites;
- the impact of global supply chain and logistics issues, tariffs and inflationary trends;
- the continued expansion of our business outside of the United States;
- foreign currency risk;
- the impact of our expansion geographically and otherwise on our corporate culture;
- our ability to recruit, train and retain highly skilled employees, and the loss of any key personnel;
- the impact of pandemics or other outbreaks of contagious diseases, and the measures implemented to combat them;
- the impact of adverse economic conditions and geopolitical instability;
- our ability to fully utilize portions of our deferred tax assets;
- the impact of global climate change and other sustainability-related matters;
- our ability to evaluate or pursue strategic opportunities;
- our recently deployed Gogo 5G and Gogo Galileo services may not compete well in the market or face problems relating to implementation;
- our ability to innovate next-generation technologies and provide products and services useful to our customers and passengers without delay in developing or deploying such technologies, products and services;
- our ability to maintain our rights to use our licensed 4MHz of ATG spectrum in the United States and obtain rights to additional spectrum if needed;
- the impact of service interruptions or delays, cyber incidents, technology failures, equipment damage or system disruptions or failures;

- the impact of assertions by third parties of infringement, misappropriation or other violations;
- our ability to protect our intellectual property rights;
- risks associated with the use of artificial intelligence in our products and services;
- the impact of our use of open-source software;
- the impact of equipment failure or material defects or errors in our software;
- our ability to comply with applicable foreign ownership limitations;
- the impact of government regulation of communication networks, and the internet;
- our possession and use of personal information;
- risks associated with participation in the Federal Communications Commission ("FCC") Supply Chain Reimbursement Program;
- our ability to comply with anti-bribery, anti-corruption, anti-money laundering and export control laws;
- the extent of expenses, liabilities or business disruptions resulting from litigation;
- the impact of the distribution of income among various jurisdictions in which we operate as well as changes in tax law or regulation on our U.S. and non-U.S. tax liabilities;
- the impact of changes in laws and regulations on U.S. government contractors;
- the impact of our substantial indebtedness;
- our ability to obtain additional financing to refinance or repay our existing indebtedness;
- the impact of restrictions and limitations in the agreements governing our debt;
- the impact of increases in interest rates;
- the impact of a substantial portion of our indebtedness being secured by substantially all of our assets;
- the impact of a downgrade, suspension or withdrawal of the rating assigned by a rating agency;
- the volatility of our stock price;
- our ability to fully utilize our tax losses;
- the dilutive impact of potential future stock issuances;
- the impact of our stockholder concentration and of our chair of the Board being a significant stockholder;
- our ability to fulfill our obligations associated with being a public company;
- the impact of an identified material weakness in our internal control over financial reporting;
- the impact of anti-takeover provisions, ownership provisions and certain other provisions in our charter, our bylaws, Delaware law, and our existing and any future credit facilities; and
- other risks and factors listed under "Risk Factors" in the 2025 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 Quarterly Report on Form 10-Q 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 unless required by law 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 securities 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 Quarterly Report on Form 10-Q, 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 refer only to 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 2025 10-K. 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 the only multi-orbit, multi-band in-flight connectivity provider offering connectivity technology purpose-built for business and military/government aviation. We have a holistic approach of providing broadband connectivity services to our customers from small to large aircraft and heavy jets through our ATG technology and integrated LEO and GEO satellite solutions provided by multiple satellite constellations owned by our satellite network partners. We aim to deliver to our customers consistent, global tip-to-tail connectivity with a suite of software, hardware, and advanced infrastructure supported by a 24/7/365 in-person customer support team to fit their every need.

Available Information

We may use our website at http://ir.gogoair.com as a distribution channel of material company information, and so investors should monitor it. We webcast our earnings calls and certain events we participate in or host with members of the investment community on our investor relations website. Additionally, we provide notifications of news or announcements regarding our financial performance, including SEC filings, investor events, press and earnings releases, and blogs, as part of our investor relations website. Investors and others can receive notifications of new information posted on our investor relations website in real-time by signing up for email alerts and RSS feeds. The contents of our websites are not intended to be incorporated by reference into this Quarterly Report on Form 10-Q or in any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

Factors and Trends Affecting Our Results of Operations

We believe that our operating and business performance is driven by various factors that affect the business and military/government 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:

- our ability to implement on a timely basis and costs associated with the ongoing implementation of our technology roadmap, including installation of and/or upgrades to the ATG Broadband technologies we currently offer, Gogo 5G, Gogo Galileo, LTE and any other next-generation or other new technology that we develop or acquire;
- our ability to manage issues and related costs that may arise in connection with the implementation of our technology roadmap, including technological issues and related remediation efforts, technological shifts, failures or delays on the part of antenna, chipset, and other equipment developers and providers or satellite network providers, some of which are single-source;
- our ability to license additional spectrum and make other improvements to our ATG network and operations as technology and user expectations change;
- the number of aircraft in service in our markets, including consolidations or changes in fleet size by one or more of our large-fleet customers;
- the economic environment and other trends that affect both business and leisure aviation travel, including the impact on demand for aviation travel of increases in fuel costs and other inflationary pressures stemming from recent conflicts in the Middle East;

- disruptions to supply chains in the aviation industry and installations of our equipment driven by, among other things, labor shortages;
- the extent of our customers' adoption of our products and services, which is affected by, among other things, willingness to pay for the services that we provide, the quality and reliability of our products and services, changes in technology and competition from current competitors and new market entrants;
- our ability to engage suppliers of equipment components and network services on a timely basis and on commercially reasonable terms, including, without limitation, electronic components such as semiconductor memory and storage products (among others, dynamic random access memory ("DRAM") and NAND flash memory), due to the surging buildout of artificial intelligence-related computing infrastructure;
- our ability to fully utilize portions of our deferred income tax assets;
- changes in laws, regulations, policies and interpretations affecting our business, the business of our customers and suppliers globally, including changes that impact the design of our equipment and our ability to obtain required certifications for our equipment and services, and telecommunications services globally, including those affecting our ability to maintain our licenses for ATG spectrum in the United States, obtain sufficient rights to use additional ATG spectrum and/or other sources of broadband connectivity to deliver our services, including Gogo Galileo and Gogo 5G, expand our service offerings and manage our network; and
- the enactment of, and proposals for, trade protection measures by the United States as well as other countries (including United States "reciprocal" tariffs that began in 2025), including increases or changes in tariffs and trade barriers, changes in government policies and international trade arrangements, the impact of tariff refund claims, geopolitical volatility, and global macroeconomic conditions, or uncertainty regarding the impact of proposed or future trade protection measures, may affect our results of operations in some markets.

Key Business Metrics

Our management regularly reviews financial and operating metrics, including the following key business metrics, 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.

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
ATG aircraft online				
AVANCE	4,324	4,890	4,324	4,890
Gogo 5G	94	—	94	—
Gogo Biz	981	1,639	981	1,639
Total ATG aircraft online	5,399	6,529	5,399	6,529
GEO aircraft online	1,285	1,343	1,285	1,343
Gogo Galileo aircraft online	297	18	297	18
Average monthly connectivity service revenue per ATG aircraft online	$ 3,268	$ 3,407	$ 3,311	$ 3,435
ATG units sold	142	437	950	1,159
Gogo Galileo units shipped	172	88	372	160

- *AVANCE aircraft online.* We define AVANCE aircraft online as the total number of aircraft equipped with our AVANCE L5 or L3 system, excluding Gogo 5G systems, for which we provide ATG services to business aviation customers in the last month of the period presented. This number excludes military/government AVANCE aircraft online.
- *Gogo 5G aircraft online.* We define Gogo 5G aircraft online as the total number of aircraft equipped with our Gogo 5G system for which we provide ATG services to business aviation customers in the last month of the period presented. This number excludes military/government Gogo 5G aircraft online.
- *Gogo Biz aircraft online.* We define Gogo Biz aircraft online as the total number of aircraft not equipped with our AVANCE or Gogo 5G system for which we provide ATG services to business aviation customers in the last month of the period presented. This number excludes commercial aircraft operated by Intelsat's airline customers as well as military/government aircraft receiving ATG service.

- *GEO aircraft online*. We define GEO aircraft online as the total number of aircraft for which we provide GEO broadband services to business aviation customers as of the last day of each period presented. This number excludes aircraft receiving services through GEO satellite networks that are end-of-life and military/government GEO aircraft online.
- *Gogo Galileo aircraft online*. We define Gogo Galileo aircraft online as the total number of aircraft for which we provide Gogo Galileo LEO broadband services in the last month of the period presented. This number excludes military/government Gogo Galileo aircraft online. This metric was not presented prior to the fiscal year ended December 31, 2025, as Gogo Galileo was only first deployed in 2025.
- *Average monthly connectivity service revenue per ATG aircraft online ("ARPU").* We define ARPU as the aggregate ATG connectivity 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). Revenue share earned from Intelsat is excluded from this calculation.
- *ATG units sold*. We define units sold as the number of ATG units for which we recognized revenue during the period.
- *Gogo Galileo units shipped*. We define Gogo Galileo units shipped as the number of Galileo units shipped to our distribution partners during the period, including units used to obtain Supplemental Type Certificates.

Key Components of Consolidated Statements of Operations

There have been no material changes to our key components of Unaudited Condensed Consolidated Statements of Operations as described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" ("MD&A") in our 2025 10-K.

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 requires us to make estimates, assumptions and judgments that affect the reported amounts 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, actual 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 our goodwill impairment analysis and the fair value of the Earnout Liability associated with the acquisition of Satcom Direct have the greatest potential impact on and are the most critical to fully understanding and evaluating our reported financial results, and that they require our most difficult, subjective or complex judgments.

There have been no material changes to our critical accounting estimates described in the MD&A in our 2025 10-K.

Recent Accounting Pronouncements

See Note 1, "Basis of Presentation," to our Unaudited Condensed Consolidated Financial Statements for additional information.

Results of Operations

The following tables set 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.

Gogo Inc. and Subsidiaries
Unaudited Condensed Consolidated Statements of Operations
(in thousands)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Revenue:				
Service revenue	$ 182,729	$ 189,956	$ 561,733	$ 582,533
Equipment revenue	30,505	33,629	100,631	97,397
Total revenue	213,234	223,585	662,364	679,930
Operating expenses:				
Cost of service revenue (exclusive of amounts shown below)	97,295	91,593	293,719	277,023
Cost of equipment revenue (exclusive of amounts shown below)	30,990	31,032	97,078	88,039
Engineering, design and development	9,933	15,681	26,092	42,078
Sales and marketing	13,841	13,464	40,618	42,415
General and administrative	27,565	27,858	77,762	86,010
Depreciation and amortization	16,459	15,214	48,607	44,474
Total operating expenses	196,083	194,842	583,876	580,039
Operating income	17,151	28,743	78,488	99,891
Other expense (income):				
Interest income	(907)	(1,479)	(2,746)	(3,251)
Interest expense	18,046	17,681	52,485	50,650
Change in fair value of Earnout Liability	6,100	15,000	8,357	18,900
Loss on extinguishment of debt	—	—	394	—
Other expense (income), net	555	(1,896)	(1,162)	(1,811)
Total other expense	23,794	29,306	57,328	64,488
Income (loss) before income taxes	(6,643)	(563)	21,160	35,403
Income tax provision (benefit)	(3,443)	1,367	13,284	12,484
Net income (loss)	$ (3,200)	$ (1,930)	$ 7,876	$ 22,919

Three and Nine Months Ended September 30, 2026 and 2025

Below is a discussion of changes in the results of operations for the three- and nine-month periods ended September 30, 2026 and 2025.

Revenue:

Revenue and percent change for the three- and nine-month periods ended September 30, 2026 and 2025 were as follows *(in thousands, except for percent change)*:

	For the Three Months Ended September 30,		% Change	For the Nine Months Ended September 30,		% Change
	2026	2025	2026 over 2025	2026	2025	2026 over 2025
Service revenue	$ 182,729	$ 189,956	(3.8)%	$ 561,733	$ 582,533	(3.6)%
Equipment revenue	30,505	33,629	(9.3)%	100,631	97,397	3.3%
Total revenue	$ 213,234	$ 223,585	(4.6)%	$ 662,364	$ 679,930	(2.6)%

Total revenue decreased to $213.2 million and $662.4 million, respectively, for the three- and nine-month periods ended September 30, 2026, as compared with $223.6 million and $679.9 million, respectively, for the prior-year periods.

Service revenue decreased to $182.7 million and $561.7 million, respectively, for the three- and nine-month periods ended September 30, 2026, as compared with $190.0 million and $582.5 million, respectively, for the prior-year periods due to a decrease in ATG service revenue, partially offset by an increase in broadband and narrowband satellite service revenue. See Note 3, “Revenue Recognition,” to our Unaudited Condensed Consolidated Financial Statements for additional information.

Equipment revenue decreased to $30.5 million for the three-month period ended September 30, 2026, as compared with $33.6 million for the prior-year period due to a decrease in ATG units sold, partially offset by an increase in Gogo Galileo units sold. Equipment revenue increased to $100.6 million for the nine-month period ended September 30, 2026, as compared with $97.4 million for the prior-year period due to an increase in Gogo Galileo units sold, partially offset by a decrease in ATG units sold. See Note 3, “Revenue Recognition,” to our Unaudited Condensed Consolidated Financial Statements for additional information.

We expect service revenue to decline in the near term as a result of the expected decline in ATG and GEO services sold and increase in the future as additional aircraft come online from the launch of Gogo Galileo and Gogo 5G. We expect equipment revenue to increase in the future driven by growth in sales of our broadband products.

Cost of Revenue:

Cost of revenue and percent change for the three- and nine-month periods ended September 30, 2026 and 2025 were as follows *(in thousands, except for percent change)*:

	For the Three Months Ended September 30,		% Change	For the Nine Months Ended September 30,		% Change
	2026	2025	2026 over 2025	2026	2025	2026 over 2025
Cost of service revenue	$ 97,295	$ 91,593	6.2%	$ 293,719	$ 277,023	6.0%
Cost of equipment revenue	$ 30,990	$ 31,032	(0.1)%	$ 97,078	$ 88,039	10.3%

Cost of service revenue increased 6.2% and 6.0% to $97.3 million and $293.7 million, respectively, for the three- and nine-month periods ended September 30, 2026, as compared with $91.6 million and $277.0 million, respectively, for the prior-year periods due to an increase in satellite broadband and narrowband costs.

Cost of equipment revenue decreased 0.1% to $31.0 million for the three-month period ended September 30, 2026, as compared with $31.0 million for the prior-year period due to a decrease in ATG units sold partially offset by an increase in Gogo Galileo units sold. Cost of equipment revenue increased 10.3% to $97.1 million for the nine-month period ended September 30, 2026, as compared with $88.0 million for the prior-year period due to an increase in Gogo Galileo units sold.

We expect that our cost of service revenue will increase in the future driven by the growth in satellite broadband services and expect that our cost of equipment revenue will increase with growth in units sold.

Engineering, Design and Development Expenses:

Engineering, design and development expenses decreased 36.7% and 38.0% to $9.9 million and $26.1 million, respectively, for the three- and nine-month periods ended September 30, 2026, as compared with $15.7 million and $42.1 million, respectively, for the prior-year periods. The decrease for the three-month period is due to lower development spending. The decrease for the nine-month period is due to $6.4 million of lower development spending, $5.8 million of reimbursement of costs incurred in the prior year related to the FCC Reimbursement Program and lower personnel-related costs of $2.8 million.

We expect engineering, design and development expenses to increase in the near-term, driven by development spending on new programs, and to decrease as a percentage of service revenue in the long-term.

Sales and Marketing Expenses:

Sales and marketing expenses increased 2.8% to $13.8 million for the three-month period ended September 30, 2026 as compared with $13.5 million for the prior-year period. Sales and marketing expenses decreased 4.2% to $40.6 million for the nine-month period ended September 30, 2026 as compared with $42.4 million for the prior-year period due to lower marketing costs.

We expect sales and marketing expenses as a percentage of service revenue to remain relatively steady in the future.

General and Administrative Expenses:

General and administrative expenses decreased 1.1% and 9.6% to $27.6 million and $77.8 million, respectively, for the three- and nine-month periods ended September 30, 2026, as compared with $27.9 million and $86.0 million, respectively, for the prior-year periods. The decrease for the nine-month period is due to a $10.9 million decrease in personnel costs and $5.7 million decrease in acquisition and integration-related costs, partially offset by a $5.3 million increase in legal costs.

We expect general and administrative expenses to decrease over time as acquisition and integration activities complete.

Depreciation and Amortization:

Depreciation and amortization expense increased 8.2% and 9.3% to $16.5 million and $48.6 million, respectively, for the three- and nine-month periods ended September 30, 2026, as compared with $15.2 million and $44.5 million, respectively, for the prior-year periods due to depreciation of the Gogo 5G network.

We expect that our depreciation and amortization expense will remain relatively flat in the future.

Other Expense (Income):

Other expense (income) and percent change for the three- and nine-month periods ended September 30, 2026 and 2025 were as follows *(in thousands, except for percent change)*:

	For the Three Months Ended September 30,		% Change
	2026	2025	2026 over 2025
Interest income	$ (907)	$ (1,479)	(38.7)%
Interest expense	18,046	17,681	2.1%
Change in fair value of Earnout Liability	6,100	15,000	(59.3)%
Other expense (income), net	555	(1,896)	(129.3)%
Total	$ 23,794	$ 29,306	(18.8)%

	For the Nine Months Ended September 30,		% Change
	2026	2025	2026 over 2025
Interest income	$ (2,746)	$ (3,251)	(15.5)%
Interest expense	52,485	50,650	3.6%
Change in fair value of earnout liability	8,357	18,900	(55.8)%
Loss on extinguishment of debt	394	—	nm
Other expense (income), net	(1,162)	(1,811)	(35.8)%
Total	$ 57,328	$ 64,488	(11.1)%

Percentage changes that are considered not meaningful are denoted with nm.

Total other expense decreased to $23.8 million for the three-month period ended September 30, 2026, as compared with $29.3 million for the prior-year period due to the change in fair value of the Earnout Liability from the Satcom Direct acquisition, partially offset by the reversal of a credit loss reserve in the prior-year period and the change in fair value of a convertible note investment. Total other expense decreased to $57.3 million for the nine-month period ended September 30, 2026, as compared with $64.5 million for the prior-year period due to the change in fair value of the Earnout Liability from the Satcom Direct acquisition and the change in fair value of a convertible note investment, partially offset by a decrease in interest income, an increase in interest expense and the reversal of a credit loss reserve in the prior-year period.

We expect the change in fair value of the Earnout Liability to fluctuate in the future depending on performance of the Satcom Direct business. We expect our interest expense to fluctuate in the future based on changes in the variable rates associated with our indebtedness and the timing of prepayments associated with the 2026 Extended Term Loan Facility. The benefit we receive from our interest rate caps will decrease over time as our hedge notional amount decreases and the strike rate increases. See Note 8, “Long-Term Debt and Other Liabilities,” to our Unaudited Condensed Consolidated Financial Statements for additional information.

Income Taxes:

The effective income tax rate for the three- and nine-month periods ended September 30, 2026 was 51.8% and 62.8%, respectively, as compared with (242.8)% and 35.3%, respectively, for the prior-year periods. For the three- and nine-month periods ended September 30, 2026, our income tax provision (benefit) was $(3.4) million and $13.3 million, respectively, due to a higher estimated annual effective tax rate, driven by the relative impact of permanent tax differences, including stock-based compensation and non-deductible officer’s compensation, as well as state income taxes. For the three- and nine-month periods ended September 30, 2025, our income tax provision was $1.4 million and $12.5 million, respectively, due to the pre-tax income generated in the period. See Note 12, “Income Tax,” to our Unaudited Condensed Consolidated Financial Statements for additional information.

We expect our income tax provision to increase in the long term as we continue to generate positive pre-tax income.

Non-GAAP Measures

In our discussion below, we discuss EBITDA, Adjusted EBITDA and Free Cash Flow, as defined below, which are non-GAAP financial measures. Management uses EBITDA, Adjusted EBITDA and Free Cash Flow for business planning purposes, including managing our business against internally projected results of operations and measuring our performance and liquidity. 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 measures may vary from and may not be comparable to similarly titled measures used by other companies. EBITDA, Adjusted EBITDA and Free Cash Flow are not recognized measurements under GAAP; when analyzing our performance with EBITDA or Adjusted EBITDA or liquidity with Free Cash Flow, as applicable, investors should (i) evaluate each adjustment in our reconciliation to the corresponding GAAP measure, and the explanatory footnotes regarding those adjustments, (ii) use EBITDA or Adjusted EBITDA in addition to, and not as an alternative to, net income (loss) attributable to common stock as a measure of operating results and (iii) use Free Cash Flow in addition to, and not as an alternative to, consolidated net cash provided by operating activities when evaluating our liquidity.

Definition and Reconciliation of Non-GAAP Measures

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

Adjusted EBITDA represents EBITDA adjusted for (i) stock-based compensation expense, (ii) acquisition and integration-related costs, including amortization of acquisition-related inventory step-up costs and changes in fair value of the Earnout Liability, (iii) litigation settlement accrual costs, (iv) change in fair value of convertible note investment, and (v) loss on extinguishment of debt. 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.

We believe that the exclusion of stock-based compensation expense from Adjusted EBITDA provides a clearer view of the operating performance of our business and is appropriate given that 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.

Acquisition and integration-related costs include direct transaction costs, such as due diligence and advisory fees and certain compensation and integration-related expenses as well as the amortization of acquisition-related inventory step-up costs. We believe it is useful for an understanding of our operating performance to exclude acquisition and integration-related costs from Adjusted EBITDA because they are outside of the ordinary course of our operations and do not reflect our operating performance.

We believe it is useful for an understanding of our operating performance to exclude the changes in fair value of the Earnout Liability related to the acquisition of Satcom Direct from Adjusted EBITDA because this activity is outside of the ordinary course of our operations and does not reflect our operating performance.

We believe it is useful for an understanding of our operating performance to exclude litigation settlement accrual costs from Adjusted EBITDA because this activity is outside of the ordinary course of our operations and does not reflect our operating performance.

We believe it is useful for an understanding of our operating performance to exclude the change in fair value of convertible note investment from Adjusted EBITDA because this activity is not related to our operating performance.

We believe it is useful for an understanding of our operating performance to exclude the loss on extinguishment of debt from Adjusted EBITDA because this activity is not related to our operating performance.

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 consolidated 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.

Free Cash Flow represents net cash provided by operating activities, plus the proceeds received from the FCC Reimbursement Program and the interest rate caps, less purchases of property and equipment and the acquisition of intangible assets. We believe that Free Cash Flow provides meaningful information regarding our liquidity. Management believes that Free Cash Flow is useful for investors because it provides them with an important perspective on the cash available for strategic measures, after making necessary capital investments in property and equipment to support the Company's ongoing business operations and provides them with the same measure that management uses as the basis for making capital allocation decisions.

Gogo Inc. and Subsidiaries
Reconciliation of GAAP to Non-GAAP Measures
(in thousands, unaudited)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Adjusted EBITDA:				
Net income (loss) attributable to common stock (GAAP)	$ (3,200)	$ (1,930)	$ 7,876	$ 22,919
Interest expense	18,046	17,681	52,485	50,650
Interest income	(907)	(1,479)	(2,746)	(3,251)
Income tax provision (benefit)	(3,443)	1,367	13,284	12,484
Depreciation and amortization	16,459	15,214	48,607	44,474
EBITDA	26,955	30,853	119,506	127,276
Stock-based compensation expense	5,025	6,662	15,095	18,520
Change in fair value of Earnout Liability	6,100	15,000	8,357	18,900
Acquisition and integration-related costs[(1)]	2,058	2,856	5,746	12,956
Amortization of acquisition-related inventory step-up costs	—	748	—	2,244
Litigation settlement accrual costs	—	500	—	500
Change in fair value of convertible note investment	844	(458)	(1,125)	(458)
Loss on extinguishment of debt	—	—	394	—
Adjusted EBITDA	$ 40,982	$ 56,161	$ 147,973	$ 179,938
Free Cash Flow:				
Net cash provided by operating activities (GAAP)	$ 26,330	$ 46,804	$ 51,394	$ 115,987
Consolidated capital expenditures	(5,297)	(22,626)	(45,492)	(34,732)
Proceeds from FCC Reimbursement Program for property, equipment and intangibles	6,046	3,374	21,368	3,783
Proceeds from interest rate caps	1,046	3,000	3,277	9,088
Free cash flow	$ 28,125	$ 30,552	$ 30,547	$ 94,126

[(1)] For the three-month period ended September 30, 2026, the figure consists of severance and other compensation-related costs of $1.6 million and integration support costs of $0.5 million. For the nine-month period ended September 30, 2026, the figure consists of severance and other compensation-related costs of $4.1 million and integration support costs of $1.7 million. For the three-month period ended September 30, 2025, the figure consists of integration support costs of $0.7 million and severance and other compensation-related costs of $2.2 million. For the nine-month period ended September 30, 2025, the figure consists of integration support costs of $6.1 million and severance and other compensation-related costs of $6.9 million.

Material limitations of Non-GAAP measures

Although EBITDA, Adjusted EBITDA and Free Cash Flow are measurements frequently used by investors and securities analysts in their evaluations of companies, EBITDA, Adjusted EBITDA and Free Cash Flow 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 include:

- EBITDA and Adjusted EBITDA do not reflect interest income or expense;
- 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 of employee compensation;
- Adjusted EBITDA does not reflect the change in the fair value of the Earnout Liability from the Satcom Direct acquisition;
- Adjusted EBITDA does not reflect acquisition and integration-related costs;
- Adjusted EBITDA does not reflect amortization of acquisition-related inventory step-up costs;
- Adjusted EBITDA does not reflect the change in fair value of convertible note investment;
- Free Cash Flow does not represent the total increase or decrease in our cash balance for the period; and
- since other companies in industries related to ours may calculate these measures differently from the way we do, their usefulness as comparative measures may be limited.

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 Nine Months Ended September 30,	
	2026	2025
Net cash provided by operating activities	$ 51,394	$ 115,987
Net cash used in investing activities	(20,757)	(23,473)
Net cash used in financing activities	(65,154)	(1,108)
Effect of foreign exchange rate changes on cash	(3)	328
Net (decrease) increase in cash, cash equivalents and restricted cash	(34,520)	91,734
Cash, cash equivalents and restricted cash at the beginning of period	125,690	42,304
Cash, cash equivalents and restricted cash at the end of period	$ 91,170	$ 134,038
Supplemental information:		
Cash, cash equivalents and restricted cash at the end of period	$ 91,170	$ 134,038
Less: current restricted cash	85	72
Less: non-current restricted cash	391	394
Cash and cash equivalents at the end of the period	$ 90,694	$ 133,572

We have historically financed our growth and cash needs primarily through the issuance of common stock, debt and cash from operating activities. We continually evaluate our ongoing capital needs in light of increasing demand for our services, capacity requirements, evolving user expectations regarding the in-flight connectivity experience, evolving technologies in our industry and related strategic, operational and technological opportunities. Our capital management activities include the assessment of opportunities to raise additional capital in the public and private markets, utilizing one or more of the types of capital raising transactions through which we have historically financed our growth and cash needs, as well as other means of capital raising not previously used by us.

Liquidity:

Based on our current plans, we expect our cash and cash equivalents, cash flows provided by operating activities and access to the Revolving Facility and capital markets will be sufficient to meet the cash requirements of our business, capital expenditure requirements and debt maturities for at least the next twelve months and thereafter for the foreseeable future.

On September 5, 2023, we announced a share repurchase program that grants the Company authority to repurchase up to $50 million of shares of the Company's common stock. Repurchases may be made at management's discretion from time to time on the open market, through privately negotiated transactions, or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") in accordance with applicable securities laws and other restrictions, including Rule 10b-18 under the Exchange Act. The repurchase program has no time limit and may be suspended for periods or discontinued at any time and does not obligate us to purchase any shares of our common stock. The timing and total amount of stock repurchases will depend upon business, economic and market conditions, corporate and regulatory requirements, prevailing stock prices, and other considerations. We do not expect to incur debt to fund the share repurchase program. No shares were repurchased during the nine-month periods ended September 30, 2026 and 2025. As of September 30, 2026, approximately $12.1 million remains available under the share repurchase program.

As detailed in Note 8, "Long-Term Debt and Other Liabilities," to our Unaudited Condensed Consolidated Financial Statements, on April 30, 2021, GIH entered into the 2021 Credit Agreement (as amended on December 3, 2024 and November 6, 2026) with Gogo, the lenders and issuing banks party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent, which provides for the 2021 Term Loan Facility in an aggregate principal amount of $725.0 million, issued with a discount of 0.5%, and the Revolving Facility, which includes a letter of credit sub-facility. The 2021 Revolving Facility matures on December 3, 2029 (subject to such maturity date springing to the date that is 90 days prior to the then-current maturity date of (a) the 2021 Term Loan Facility under the 2021 Credit Agreement and (b) the HPS Term Loan Facility under the HPS Credit Agreement under certain conditions). As of the Closing Date, the 2021 Term Loan Facility consists of two tranches: the Initial Term Loans in an aggregate principal amount of $33.4 million, which mature on April 30, 2028; and the 2026 Extended Term Loans, in an aggregate principal amount of $544.4 million, which mature on October 31, 2030.

The Initial Term Loans amortized in quarterly installments equal to 1% of the aggregate initial principal amount thereof per annum, with the remaining balance payable upon final maturity of the Initial Term Loans. There are no amortization payments under the Revolving Facility. On May 3, 2023, the Company prepaid $100 million of the outstanding principal amount of the Initial Term Loans. This prepayment satisfied the required amortization payments for the remaining term of the Initial Term Loans. The 2026 Extended Term Loans amortize in quarterly installments commencing on March 31, 2027 equal to 0.75% of their initial aggregate principal amount through and including March 31, 2028, 1.125% thereafter through and including March 31, 2029 and 1.25% thereafter, subject to reduction for applicable prepayments, with the remaining balance payable at maturity. The third amendment includes a mechanic for holders of the Initial Term Loan Facility to convert their Initial Term Loans into 2026 Extended Term Loans within a period of time after the Closing Date, with such conversion to be effective as of the Closing Date. GIH is required to prepay $25.0 million of the 2026 Extended Term Loans on the Closing Date (with any additional holders of Initial Term Loans converting after the Closing Date to receive their pro rata share of such amount), $30.0 million of the 2026 Extended Term Loans on or prior to December 31, 2026 and an additional $20.0 million of 2026 Extended Term Loans on or prior to December 31, 2027, in each case subject to reduction for voluntary prepayments and repurchases. These additional mandatory prepayments apply only to the 2026 Extended Term Loans.

As also detailed in Note 8, "Long-Term Debt and Other Liabilities," on December 3, 2024, the Company and GIH entered into a credit agreement (the "HPS Credit Agreement" and together with the 2021 Credit Agreement, the "Credit Agreements") with HPS Investment Partners, LLC, as the administrative agent, and the lenders party thereto, which provides for a term loan credit facility (the "HPS Term Loan Facility" and together with the 2021 Facilities, the "Facilities") in an aggregate principal amount of $250 million. The HPS Term Loan Facility, which is subject to mandatory prepayments under certain circumstances, amortizes in quarterly installments equal to one percent of the aggregate initial principal amount thereof per annum, with the remaining balance payable upon final maturity of the HPS Term Loan Facility on April 30, 2028. In accordance with the HPS Credit Agreement, the Company paid $21.1 million of the outstanding principal amount of the HPS Term Loan Facility in April 2026.

The Credit Agreements contain customary events of default, which, if any of them occurred, would permit or require the principal, premium, if any, and interest on all of the then outstanding obligations under the Facilities to be due and payable immediately and the commitments under the Revolving Facility to be terminated.

The Credit Agreements contain covenants that limit the ability of GIH and its subsidiaries to incur additional indebtedness. Further, market conditions and/or our financial performance may limit our access to additional sources of equity or debt financing, or our ability to pursue potential strategic alternatives. As a result, we may be unable to finance the growth of our business to the extent that our cash, cash equivalents and short-term investments and cash generated through operating activities prove insufficient or we are unable to raise additional financing through the issuance of equity, permitted incurrences of debt (by us or by GIH and its subsidiaries), or the pursuit of potential strategic alternatives.

In May 2021, we purchased interest rate caps with an aggregate notional amount of $650.0 million for $8.6 million. We receive payments in the amount calculated pursuant to the caps for any period in which the daily compounded SOFR rate plus a credit spread adjustment recommended by the Alternative Reference Rates Committee of 0.26% increases beyond the applicable strike rate. The termination date of the cap agreements is July 31, 2027. The aggregate notional amount of the interest rate caps as of September 30, 2026 is $200.0 million. The notional amounts of the interest rate caps periodically decrease over the life of the

caps with the latest reduction of $100.0 million having occurred on July 31, 2025. While the interest rate caps are intended to limit our interest rate exposure under our variable rate indebtedness, which includes the Facilities, if our variable rate indebtedness does not decrease in proportion to the periodic decreases in the notional amount hedged under the interest rate caps, then the portion of such indebtedness that will be effectively hedged against possible increases in interest rates will decrease. In addition, the strike prices periodically increase over the life of the caps. As a result, the extent to which the interest rate caps will limit our interest rate exposure will decrease in the future.

For additional information on the interest rate caps, see Note 9, "Derivative Instruments and Hedging Activities," to our Unaudited Condensed Consolidated Financial Statements.

Cash flows provided by 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 Nine Months Ended September 30,	
	2026	2025
Net income	$ 7,876	$ 22,919
Non-cash charges and credits	92,489	97,032
Changes in operating assets and liabilities	(48,971)	(3,964)
Net cash provided by operating activities	$ 51,394	$ 115,987

For the nine-month period ended September 30, 2026, net cash provided by operating activities was $51.4 million as compared with cash provided by operating activities of $116.0 million in the prior-year period. The principal contributors to the year-over-year change in operating cash flows were:

- A $19.6 million decrease in net income and non-cash charges and credits, as noted above under "Results of Operations — Nine Months Ended September 30, 2026 and 2025."
- A $45.0 million decrease in cash flows related to operating assets and liabilities resulting from:
  - A decrease in cash flows due to the following:
    - Changes in inventories due to increased equipment purchases; and
    - Changes in accrued liabilities due to the timing of payments related to personnel costs.
  - Partially offset by an increase in cash flows due to the following:
    - Net changes in accounts payable and accrued liabilities due to the timing of payments related to inventory; and
    - Changes in prepaid expenses and other current assets related to the FCC Reimbursement Program.

Cash flows used in Investing Activities:

Cash used in investing activities was $20.8 million for the nine-month period ended September 30, 2026, due to the $45.5 million of capital expenditures noted below, partially offset by $21.4 million of proceeds received from the FCC Reimbursement Program related to the reimbursement of capital expenditures and $3.3 million of proceeds received from interest rate caps.

Cash used in investing activities was $23.5 million for the nine-month period ended September 30, 2025, due to $34.7 million of capital expenditures noted below and a $1.6 million payment for working capital adjustments relating to the purchase of Satcom Direct, partially offset by $9.1 million of proceeds received from interest rate caps and $3.8 million of proceeds received from the FCC Reimbursement Program associated with the reimbursement of capital expenditures.

Cash flows used in Financing Activities:

Cash used in financing activities for the nine-month period ended September 30, 2026 was $65.2 million, due to the $40.0 million payment related to the 2025 financial performance milestones of the Earnout Liability, $23.0 million of principal payments on the HPS Term Loan Facility and $2.2 million of stock-based compensation activities.

Cash used in financing activities for the nine-month period ended September 30, 2025 was $1.1 million, due to principal payments on the HPS Term Loan Facility, partially offset by proceeds from stock-based compensation activities.

Capital Expenditures

Our operations require capital expenditures associated with the expansion of our ATG network and data centers. We capitalize software development costs related to network technology solutions and new product/service offerings. We also capitalize costs related to the build-out of our office locations.

Capital expenditures increased to $45.5 million for the nine-month period ended September 30, 2026, as compared with $34.7 million for the prior-year period due to the build out of the LTE network.

We expect that our capital expenditures will decrease in the future as the build out of the LTE network nears completion.

Other

Contractual Commitments: We have agreements with various vendors under which we have remaining commitments to purchase hardware components and development services. Such commitments will become payable as we receive the hardware components or as development services are provided. See Note 15, “Commitments and Contingencies,” to our Unaudited Condensed Consolidated Financial Statements for additional information.

Leases and Cell Site Contracts: We have lease agreements relating to certain facilities and equipment, which are considered operating leases. See Note 14, “Leases,” to our Unaudited Condensed Consolidated Financial Statements for additional information.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk.

Our exposure to market risk is currently confined to our cash and cash equivalents, short-term investments and debt. We have not used derivative financial instruments for speculation or trading purposes. The primary objectives of our investment activities are to preserve our capital for the purpose of funding operations while 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 U.S. Treasury securities, U.S. government agency securities, and money market funds. Our cash and cash equivalents as of both September 30, 2026 and December 31, 2025 primarily included amounts in bank deposit accounts, U.S. Treasury securities and money market funds with U.S. Government and U.S. Treasury securities. The primary objective of our investment policy is to preserve capital and maintain liquidity while limiting concentration and counterparty risk.

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 Rate Risk: We are exposed to interest rate risk on our variable rate indebtedness, which includes borrowings under each of the 2021 Facilities (if any) and the HPS Term Loan Facility. We assess our market risks based on changes in interest rates utilizing a sensitivity analysis that measures the potential impact on earnings and cash flows based on a hypothetical one percentage point change in interest rates. As of September 30, 2026, we had interest rate cap agreements to hedge a portion of our exposure to interest rate movements of our variable rate debt and to manage our interest expense. Currently, we receive payments in the amounts calculated pursuant to the caps for any period in which the daily compounded SOFR rate plus a credit spread adjustment recommended by the Alternative Reference Rates Committee of 0.26% increases beyond the applicable strike rate. The termination date of the cap agreements is July 31, 2027. Over the life of the interest rate caps, the notional amounts of the caps periodically decrease, while the applicable strike prices increase.

The notional amount of outstanding debt associated with interest rate cap agreements as of September 30, 2026 was $200.0 million. Based on our September 30, 2026 outstanding variable rate debt balance, a hypothetical one percentage point change in the applicable interest rate would impact our annual interest expense by approximately $6.6 million for the next twelve-month period. Excluding the impact of our interest rate caps, a hypothetical one percentage point change in the applicable interest rate would impact our annual interest expense by approximately $8.3 million for the next twelve-month period.

Our earnings are affected by changes in interest rates due to the impact those changes have on interest income generated from our cash, cash equivalents and short-term investments. We believe we have minimal interest rate risk as a 10% decrease in the average interest rate on our portfolio would have reduced interest income for the three- and nine-month periods ended September 30, 2026 and 2025 by immaterial amounts.

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.

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 Company's disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of September 30, 2026. Based upon this evaluation, our Chief Executive Officer and the Chief Financial Officer have concluded that our disclosure controls and procedures were not effective as of September 30, 2026 due to a material weakness in internal control over financial reporting which, as previously disclosed in Part II, Item 9A "Controls and Procedures" in the 2025 10-K, existed as of December 31, 2025 and, as discussed below, continued to exist as of September 30, 2026.

Notwithstanding the ineffective disclosure controls and procedures due to the material weakness in internal control over financial reporting, our Chief Executive Officer and the Chief Financial Officer have concluded that the consolidated financial statements in this Quarterly Report on Form 10-Q present fairly, in all material respects, our financial position, results of operations and cash flows in conformity with accounting principles generally accepted in the United States of America.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

The following material weakness disclosed in the 2025 10-K remains unremediated as of September 30, 2026:

- There were insufficient effective controls in place at Satcom Direct to ensure the completeness and accuracy of Satcom Direct's financial reporting information that is consolidated into Gogo's financial statements, due to the following deficiencies at Satcom Direct:
    - Satcom Direct had ineffective general information technology controls ("GITCs") over relevant information technology ("IT") systems. Specifically, Satcom Direct management did not design and maintain effective GITCs for information systems and applications that are relevant to the preparation of the consolidated financial statements. Specifically, they did not design and maintain: (i) sufficient user access controls to ensure appropriate segregation of duties and adequately restrict user and privileged access to financial applications, programs and data to appropriate company personnel; and (ii) program change management controls to ensure that IT program and data changes affecting financial IT applications and underlying accounting records are identified, tested, authorized and implemented appropriately with appropriate segregation of duties.
    - Satcom Direct's management did not design and implement control activities necessary to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements.

Remediation Plan for Material Weaknesses in Internal Control over Financial Reporting

As previously reported, with the oversight of the Audit Committee of our Board of Directors, we began implementing in 2025, and continued implementing throughout 2026, including in the third quarter of 2026, a remediation plan to address the material weakness described above. Action items include the following:

- We expanded our finance and accounting team, including hiring additional individuals with the requisite public company financial reporting, accounting, and internal control knowledge and experience.
- We designed and implemented effective GITCs related to user access and change management over relevant Satcom Direct's IT systems.

While we believe that our efforts have improved our internal control over financial reporting, remediation of the material weakness as of September 30, 2026 is expected to require further strengthening of our internal control environment and substantial effort throughout 2026, including:

- Continuing to design and implement internal control over financial reporting for processes specific to Satcom Direct.
- Migrating from or enhancing certain legacy Satcom Direct IT systems to allow for the ability to obtain sufficiently reliable information and facilitate the effective design, implementation and operating effectiveness of relevant internal control over financial reporting.
- Migrating from or enhancing certain legacy Satcom Direct IT systems to improve functionality and sufficiently enforce segregation of duties, including segregation of duties related to the posting and review of manual journal entries.

We will test the effectiveness of the new and existing controls in future periods. The material weakness cannot be considered completely remediated until the applicable controls have been implemented and management has concluded, through testing, that these controls are operating effectively.

(b) Changes in Internal Control over Financial Reporting

Except as described above, there have been no 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.

We are subject to lawsuits arising out of the conduct of our business. See Note 15, “Commitments and Contingencies,” to our Unaudited Condensed Consolidated Financial Statements for a discussion of litigation matters.

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.

ITEM 1A. Risk Factors.

“Item 1A. Risk Factors” of our 2025 10-K includes a discussion of our risk factors. There have been no material changes to the risk factors previously disclosed in our 2025 10-K.

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

Not applicable.

c) Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

ITEM 3. Defaults Upon Senior Securities.

None.

ITEM 4. Mine Safety Disclosures.

None.

ITEM 5. Other Information.

a) Material Changes to Stockholder Nomination Procedures

None.

b) Rule 10b5-1 Plans

During the fiscal quarter ended September 30, 2026, none of our directors or officers adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" as such terms are defined in Item 408 of Regulation S-K.

ITEM 6. Exhibits.

Exhibit Number	Description of Exhibits
10.1#	Employment Contract, dated September 1, 2026, between Gogo Denmark ApS and Michael Christensen
10.2#	Retention Bonus Agreement, dated November 13, 2024, between Gogo Inc. and Michael Christensen
10.3#	Addendum to Retention Bonus Agreement, dated September 1, 2026, among Gogo Business Aviation LLC, Gogo Inc., Gogo Denmark ApS and Michael Christensen
10.4#	Change in Control Severance Agreement, dated September 1, 2026, between Gogo Inc. and Michael Christensen
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 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 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	Inline XBRL Instance Document – The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

# Indicates management contract or compensatory plan or arrangement.

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

SIGNATURES

Pursuant to the requirements of the Securities 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: November 6, 2026

Gogo Inc.

/s/ Christopher Moore

Christopher Moore
Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Zachary Cotner

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

EMPLOYMENT CONTRACT

Between Gogo Denmark ApS
Sundkrogsgade 21
2100 Copenhagen

and Michael Christensen
[***]

TABLE OF CONTENTS

1. THE POSITION 3
2. RIGHTS AND OBLIGATIONS OF THE EXECUTIVE 4
3. THE EXECUTIVE'S FINANCIAL RIGHTS DURING THE EMPLOYMENT 6
4. HOLIDAY AND OTHER ABSENCE 8
5. TERMINATION OF EMPLOYMENT 8
6. THE EXECUTIVE'S OBLIGATIONS AFTER TERMINATION OF EMPLOYMENT 9

This Employment Contract (the "**Contract**") is entered into on September 1, 2026 between:

(1) Gogo Denmark, Company Reg. No. (CVR), 45175685, Sundkrogsgade 21, 2100 Copenhagen (the "**Company**")

(2) Michael Christensen, [***] (the "**Executive**")

- the Company and the Executive hereinafter collectively referred to as the "**Parties**" and separately as a "**Party**"

WHEREAS:

(A) The Executive is currently employed by Gogo Business Aviation LLC, 105 Edgeview Dr., Suite 300, Broomfield, CO 80021, USA, as Executive Vice President and Chief Revenue Officer of the Gogo Group pursuant to that Employment Agreement dated November 19, 2024, as amended from time to time (the "Prior Agreement").

(B) The "**Gogo Group**" means Gogo Inc., 105 Edgeview Dr., Suite 300, Broomfield, CO 80021, USA, with registration number 4764488, with registered office at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808 USA (the "**Parent Company**"), and each entity directly or indirectly controlled by the Parent Company from time to time.

(C) The Company is a member of the Gogo Group.

(D) With effect from the Effective Date (as defined below), the Executive shall be employed by the Company in Denmark on the terms of this Agreement.

(E) Prior to the Effective Date, the Executive and Gogo Business Aviation shall enter into a mutual separation agreement confirming that the Executive's employment with Gogo Business Aviation under the Prior Agreement shall terminate with effect on a date prior to the Effective Date (the "**Separation Agreement**").

(F) The Parties wish to set out in this Agreement the terms and conditions applicable to the Executive's employment with the Company.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOW:

1. THE POSITION

1.1 Commencement of Employment

1.1.1 Subject to the Separation Agreement having been duly concluded, the Executive shall, with effect from 1 September 2026 (the "**Effective Date**"), be employed by the Company and shall continue to serve as Executive Vice President and Chief Revenue Officer of the Gogo Group. The Executive shall report to the board of managers of the Company and to the Board of Directors of the Parent Company.

1.2 Place of Work

1.2.1 The Company being a newly established subsidiary of the Gogo Group does not have an established place of business. Accordingly, the Executive's primary work location is the Executive's home address in Denmark. The Company shall provide the necessary work equipment in connection with the arrangement of the home workplace.

1.2.2 The Parties shall cooperate in ensuring compliance with the Danish Working Environment Act (in Danish: "arbejdsmiljøloven") in this respect, including that the home workplace is arranged in a fully satisfactory manner. The Executive acknowledges that he has a special obligation to ensure that the Home Workplace is suitable for performing the work, including that it can be conducted in a safe and healthy manner. The Executive must immediately notify the Company of any working environment issues, accidents, or health and safety concerns related to the Home Workplace or the performance of the work.

1.2.3 The Parties acknowledge that the Company may eventually establish a place of business in the Greater Copenhagen area and that the Executive, in such case, due to his position within the Gogo Group, will be assigned a permanent workplace at the Company's place of business without this being considered a material change to the Executive's terms of employment.

1.2.4 The Executive will be required to attend meetings, training and other work-related activities at other locations in Denmark and abroad, and will travel as required for the performance of his duties.

1.3 **Hours of Work**

1.3.1 The Executive is employed in a full-time position. The Executive is personally responsible for planning and organising his working hours, taking into account the operational requirements of the Company.

1.3.2 By virtue of his position, the Executive holds managerial functions and authority to make independent decisions. The Parties agree that the Executive is considered a self-scheduler pursuant to section 1(6) of the Act implementing the Working Time Directive. Accordingly, the employment relationship is not subject to sections 3, 4 and 5 of the Act implementing the Working Time Directive or to sections 3 and 4 of the Executive Order on Rest Periods. The Executive is not required to record his daily working hours.

1.3.3 The Executive is covered by the general principles of the Danish Working Environment Act regarding the protection of employees' safety and health.

1.4 **Danish Salaried Employees Act**

1.4.1 The employment relationship is governed by the Danish Salaried Employees Act (in Danish: *Funktionærloven"*). The Executive's seniority as a salaried employee ((in Danish: *"funktionær"*) is calculated from the Effective Date.

1.5 **Code of Conduct and Employee Policies**

1.5.1 The Executive is subject to the Gogo Group's code of conduct, as amended from time to time. By signing this Contract, the Executive acknowledges that he has familiarised himself with the Gogo Group's code of conduct and undertakes to comply with it.

1.5.2 The Company may from time to time issue employee policies and guidelines governing the Executive's employment. The Executive is required to familiarise himself with and comply with such policies and guidelines in force from time to time. In addition, the Executive acknowledges that his employment may also be governed by the Gogo Group's employee policies and guidelines that are applicable to employees in the Gogo Group's foreign subsidiaries, as amended from time to time.

2. RIGHTS AND OBLIGATIONS OF THE EXECUTIVE

2.1 **Sideline Occupation**

2.1.1 The Executive shall not undertake any sideline occupation whether for professional or leisure purposes, that is incompatible with the employment relationship with the Company. In particular, the Executive shall not take on work where the working hours of such sideline occupation cannot

be reconciled with the Executive's duties to the Company, or where the nature of the work is incompatible with the employment relationship due to considerations of health and safety, protection of trade secrets, or the avoidance of conflicts of interest.

2.1.2 Prior to commencing any sideline occupation, the Executive shall notify the Company in writing and provide sufficient information to enable the Company to assess whether the work in question would be incompatible with the employment relationship.

2.2 **Social Contributions and Social Security**

2.2.1 The Company pays social contributions in relation to the employment relationship to the following social security institutions:

1 Supplementary Labour Market Pension (in Danish: "Arbejdsmarkedets Tillægspension"), company reg. no. 43405810;

2 Labour Market Insurance (in Danish: "S/I Arbejdsmarkedets Erhvervssikring"), company reg. no. 37624780;

3 The Company's industrial injury insurance name and registration can be provided upon request; and

4 The Company's maternity/paternity fund barsel.dk, company reg. no. 29596948.

2.2.2 The Executive is covered by the Company's health insurance with PFA Pension, company reg. no 13594376.

2.3 **Duty of Confidentiality**

2.3.1 The Executive is bound by a duty of confidentiality concerning any information acquired in the course of the Executive's employment with the Company, unless such information is, by its nature, intended for disclosure to third parties. This duty of confidentiality shall remain in force following the termination of the employment relationship.

2.3.2 The Executive shall ensure that all documents, information and other materials relating to the Company's affairs that are available to the Executive, including but not limited to price lists, customer lists, calculations and market surveys, are stored securely and not disclosed to unauthorised persons.

2.4 **Intellectual Property Rights and Know-how**

2.4.1 The Company acquires the ownership to any results, in whatever form, whether protectable or not, including but not limited to inventions, ideas, concepts, production methods, works, databases, computer programmes and creations of any kind, along with all deriving intellectual property rights, including but not limited to patents, utility models, designs, trademarks, copyrights and database rights, as well as any know-how (collectively referred to as "Intellectual Property Rights"), developed or created by the Executive during the term of the employment, unless prevented by mandatory rules and regulations. The same will apply to any and all Intellectual Property Rights created or conceived by the Executive after termination/expiry of the employment if such right is, in full or in part, a result of activities performed during the term of employment.

2.4.2 Clause 2.4 applies to all Intellectual Property Rights which directly or indirectly fall within the business activities of the Company and/or the Company's subsidiary and/or affiliated company or which are a result of a task instigated by the Company. It is of no importance for the Company's rights whether or not the Intellectual Property Rights are developed or created by the Executive personally or in cooperation with others, and whether this takes place during the Executive's working hours or spare time.

2.4.3 The Executive is obliged to notify the Company of all Intellectual Property Rights immediately after their creation. The notification must contain all information necessary to evaluate their importance for the Company.

2.4.4 The Executive is obliged to provide the Company with any assistance necessary for the Company to obtain ownership of, apply for registration of, protect, assign or exploit the Intellectual Property Rights worldwide.

2.4.5 The Company's acquisition of the ownership to the Intellectual Property Rights takes place without the Company being obligated to notify the Executive specifically in this respect. Section 7 (1) of the Danish Act on Employees' Inventions has been derogated from by the provisions of this Clause. This Contract constitutes the final document of assignment of the Intellectual Property Rights to the Company for any purpose whatsoever, including registration, alterations or transfer to a third party. Section 56 of the Danish Copyright Act has been derogated from by the provisions of this Clause.

2.4.6 Unless otherwise provided for by mandatory rules and regulations, the Executive shall not receive any special compensation for the assignment of Intellectual Property Rights. The Executive's financial rights under the Contract are determined with due consideration thereof.

2.5 **Personal data**

2.5.1 The Executive's personal data will be processed in accordance with the Company's employee privacy policy. This policy contains information about the Executive's rights under the General Data Protection Regulation (the GDPR) and the Danish Act on Data Protection (in Danish "databeskyttelsesloven"). The employee privacy policy can be found on the Company's intranet.

2.6 **Illness**

2.6.1 The Executive is entitled to salary in case of absence due to illness in accordance with the Danish Salaried Employees Act.

2.6.2 The Executive shall notify the Company immediately in the event of absence due to illness. The Company shall be entitled to require documentation confirming the Executive's incapacity to work and the expected duration thereof. The costs of obtaining such documentation shall be borne by the Company, save that the Executive shall bear the costs of medical documentation in respect of illness occurring during holiday.

2.7 **Other Conditions**

2.7.1 The Executive is obliged to keep the Company informed of his home address as well as his bank registration and account numbers for the purpose of the Company's salary payments.

2.7.2 Correspondence and other communications conducted through the Company's electronic communication and postal systems shall be considered written correspondence belonging to the Company, which the Company may access and have at its disposal as with other correspondence to and from the Company. To the extent that the Executive may wish to use the Company's IT systems for private communication, the Executive shall explicitly mark such communication as "private" in the subject line or equivalent field.

3. THE EXECUTIVE'S FINANCIAL RIGHTS DURING THE EMPLOYMENT

3.1 **Salary**

3.1.1 The Executive's annual salary amounts to DKK 2.966.500 (the "Base Salary") and shall be payable on a monthly basis in arrears by 1/12 on the last banking day of each month. The salary shall be reviewed on at least an annual basis by the Gogo Group's Compensation Committee of the Board

of Directors (the "Compensation Committee") in consultation with Gogo Group's external compensation consultant. Any adjustment of the salary shall be effective as of the approval of the Compensation Committee.

3.1.2 The Parties agree that the Executive is not entitled to a salary supplement under the law concerning the consequences of abolishing the General Prayer Day as a public holiday, as the Executive's working hours have not increased pursuant to Section 3, subsection 1 of the said law. The day that was previously the General Prayer Day is now a regular working day, and this has been taken into account in the determination of the Executive's salary.

3.2 **Pension Contribution**

3.2.1 Further to the salary, the Executive shall receive a pension contribution from the Company of **fifteen** per cent of the annual salary, see Clause 3.1.1. In addition, the Executive shall pay a contribution of **fifteen** per cent of the annual salary. The pension contributions shall be payable on a monthly basis in arrears by 1/12 on the last banking day of each month to the Company's pension scheme with **PFA Pension**.

3.3 **Bonus**

3.3.1 The Executive is eligible for an annual bonus, which shall be earned as follows:

(a) A target bonus of 40 per cent of the annual salary, see Clause 3.1.1, for achievement of goals and objectives established for Gogo Group under the Gogo Group's Annual Bonus Program. The achievement of such goals and objectives shall be assessed by the Compensation Committee in its sole discretion following the end of the relevant performance period.

(b) A target bonus of 40 per cent of the annual salary, see Clause 3.1.1, for achievement of goals and objectives established for the Gogo Group commercial sales department under the Gogo Group's Sales Bonus Program. The achievement of such goals and objectives shall be assessed by the Compensation Committee in its sole discretion following the end of the relevant performance period.

3.4 **Benefits**

3.4.1 The Company shall make available to the Executive a mobile phone and shall bear all ordinary and reasonable expenses in relation thereto.

3.4.2 The Company shall bear all ordinary and reasonable expenses relating to the establishment and use of an internet connection at the Executive's residence.

3.4.3 Unless the Company determines otherwise, the Executive's entitlements pursuant to Clauses 3.4.1 – 3.4.2 shall cease with effect from the date on which the Executive is released from his duties. In such event, the Executive shall immediately return the mobile phone to the Company. In lieu thereof, the Executive shall receive compensation corresponding to the taxable value of the mobile phone entitlement for the remainder of the notice period.

3.5 **Annual Equity Award**

3.5.1 Commencing on the Effective Date, the Executive shall receive an annual equity award, subject to the terms and conditions of (i) the Gogo Inc. 2024 Omnibus Incentive Plan (as amended from time to time, or any successor equity plan) (the "Plan") and (ii) an equity agreement thereunder, and to be approved by the Board of Directors of Parent Company or the Compensation Committee and separately provided to the Executive. Each annual equity award shall have a value determined by the Compensation Committee based on market practice and shall vest in equal annual instalments over the four-year period following the date of grant.

3.6 **Travelling, Representation, and Professional Training**

3.6.1 Against due documentation, the Company reimburses the Executive's ordinary and reasonable travelling and representation expenses incurred in the interest of the Company.

3.6.2 The Executive must on a regular basis keep up to date with his professional skills and participate in any professional training and competency development, which the Company may find necessary for the position. In each particular case, the Executive's participation in professional training and competency development is subject to prior agreement with the Chief Executive Officer of Gogo Group.

3.7 **Tax Consequences**

3.7.1 Any tax-related consequences for the Executive arising from his financial rights under this Contract shall be for the Executive's own account and are of no concern to the Company. Notwithstanding the foregoing, the Company shall, at its own expense, provide the Executive with the services of a professional tax advisor mutually agreed upon by the Company and Executive for the purpose of preparing and submitting the Executive's annual tax returns during the term of the employment.

4. HOLIDAY AND OTHER ABSENCE

4.1 **Holiday**

4.1.1 The Executive is entitled to annual paid holiday in accordance with the Danish Holiday Act applicable from time to time.

4.2 **Additional Holiday Entitlements**

4.2.1 In each holiday year, the Executive is entitled to five additional days of paid holiday ("feriefridage").

4.2.2 The additional holiday entitlements ("feriefridage") are accrued on a proportional basis during the holiday year and shall be taken in the corresponding holiday-taking period. Additional holiday entitlements can be transferred to the following holiday year. Upon termination of employment, any accrued but unused additional holiday entitlements shall lapse without compensation.

4.3 **Other Days Off**

4.3.1 The Executive is entitled to absence with pay in the following situations:

1 removal, wedding, funeral of closest relatives, examination days, etc.;

2 first day of illness of children under the age of fifteen living at home; and

3 own periodic consultations of dentist and doctor to the extent such consultations cannot take place during off-duty hours.

4.4 **Scheduling of Holiday and other Periods of Absence**

4.4.1 Holiday and other periods of absence shall in each case be scheduled according to prior agreement with the Chief Executive Officer of Gogo Group.

5. TERMINATION OF EMPLOYMENT

5.1 **Notice of Termination**

5.1.1 The employment relationship can be terminated by both Parties with the terms of notice stipulated in the Danish Salaried Employees Act. Notwithstanding the foregoing, the Parties agree that the Company shall, with effect from the Effective Date, observe a notice period of six months.

5.1.2 If within a period of 12 consecutive months, the Executive has received salary during absence due to illness for a total of 120 days, the Company may terminate the employment with one (1) month's

notice to take effect at the end of a month, provided the dismissal is made immediately upon expiry of the 120-day period of illness and while the Executive is still ill, see Section 5 (2) of the Danish Salaried Employees Act.

5.1.3 If the employment relationship is terminated by the Company (i) without the Executive having provided just cause for the termination, or (ii) due to the Executive's death, or (iii) if the Executive resigns for Good Reason as defined in Clause 5.14, the Executive shall be entitled to a severance allowance equivalent to six months' Base Salary (the "**Severance Pay**"), payable upon cessation of employment. Notwithstanding the above, payment of the Severance Pay is conditional upon the Executive executing a separation agreement containing a general release of all claims against the Company and the Gogo Group, in a form provided by the Company. The Severance Pay shall be deemed to include any statutory severance pay under section 2b (but not section 2a) of the Danish Salaried Employees' Act, as well as any compensation to dependents under section 8 of that Act.

5.1.4 "Good Reason" shall mean the occurrence of any of the following without Executive's consent at any time following the Effective Date (i) a material reduction by the Company in Executive's Base Salary or bonus set out in Section 3.3; (ii) (A) a material diminution of Executive's duties, authority or responsibilities such that such duties, authority and responsibilities, when viewed in the aggregate, are not at least commensurate with those duties, authority and responsibilities normally associated with and appropriate to Executive's position, or (B) Executive ceasing to be a direct report to the Chief Executive Officer; (iii) the relocation of Executive's Principal Place of Employment to a geographic location more than fifty (50) miles from the Executive's then Principal Place of Employment; or (iv) any material breach by the Company of its obligations to Executive under this Agreement, the Change in Control Severance Agreement between Executive and Parent Company, dated September 1, 2026, the Retention Bonus Agreement between Parent Company and Executive, dated November 13, 2024, the Addendum to the Retention Bonus Agreement, among Parent Company, Gogo Business Aviation LLC, Company and Executive, dated September 1, 2026, the Inducement Award Agreement between Parent Company and Executive dated on or about November 13, 2024, or any future equity award agreements between Executive and Parent.

5.2 **Breach of Contract**

5.2.1 If the Company or the Executive commits a material breach of the obligations stipulated in the Contract or the preconditions on basis of which the Contract has been concluded, the other Party may terminate the Contract without further notice. The Party neglecting to fulfil the obligations set forth in the Contract must indemnify the other Party for any loss suffered in this respect.

5.3 **Return of Objects, Material etc.**

5.3.1 When actually leaving his position, irrespective of the reason for the termination, the Executive must immediately return all objects, material, information, etc. that belong to the Company, including documents, correspondence, reports, records, emails, files, computer programmes, and customer lists.

5.3.2 The Executive may not exercise any right of retention on the objects, material, information, etc. that belong to the Company.

5.4 **Updating of references on social media**

5.4.1 No later than at the expiry of the employment relationship, the Executive shall be obliged to update any profiles on social media, e.g. LinkedIn and Facebook, to the effect that the Company will no longer appear as the Executive's current employer.

6. THE EXECUTIVE'S OBLIGATIONS AFTER TERMINATION OF EMPLOYMENT

6.1 **Non-Competition Clause**

6.1.1 The Parties agree that the Executive will hold a position of very special trust in that the Executive has access to confidential information, including financial records, supplier agreements, customer records, discount schemes and price agreements; has knowledge that may be misused to the detriment of the Company and that must be regarded as a crucial part of the Company's business concept; and holds a managerial position.

6.1.2 The Parties agree that the Non-Competition Clause under this provision shall become effective after six (6) months of employment.

6.1.3 During the term of the employment and for a period not exceeding six (6) months following termination of employment, the Executive may not - neither directly nor indirectly - establish or take a financial interest in any business that competes, wholly or partly, with the business carried out by the Company and the Company's parent company and/or subsidiary and/or affiliated companies at the relevant time. This prohibition includes, inter alia, commencement of new employment, establishment of business as well as taking on positions as board member, commissioner or consultant.

6.1.4 Termination of employment shall mean the date of expiry of the period of notice regardless of whether the Executive is actually leaving his position at an earlier date.

6.1.5 If the Executive is in breach of the Non-Competition Clause, he becomes liable to pay damages as well as an agreed penalty equivalent to 25 per cent of the Executive's annual salary, see Clause 3.1.1, applicable at the time of termination of employment. The agreed penalty is incurred and must be paid each time a breach is committed. If the breach is of an ongoing nature, the agreed penalty is incurred and must be paid for each month or part of a month. Payment of the agreed penalty does not cause the Non-Competition Clause to become invalid.

6.1.6 The Company may seek to restrain a breach of the Non-Competition Clause by obtaining an injunction pursuant to the general rules of Danish law.

6.1.7 In the event that the Executive obtains new employment or becomes self-employed during the term of the Clause, the Executive is obliged to notify the Company immediately thereof. Furthermore, the Executive shall, upon the Company's request, provide evidence of his active search for other suitable employment.

6.1.8 The Executive may ask the Company in writing whether it would find a new activity contemplated by the Executive to be covered by the prohibition set forth in the Non-Competition Clause, and in the affirmative, whether the Company would in the given circumstances be willing to consent to the Executive commencing such activity. The Executive's enquiry must contain all information necessary for the Company to assess the importance of the activity to the Company. The Company shall answer the enquiry within a reasonable period of time.

6.1.9 The Non-Competition Clause does not apply if the Company terminates the employment relationship or dismisses the Executive summarily without the Executive having provided just cause for such dismissal. Neither does the Clause apply if the Executive gives notice of termination and the Company's failure to meet its obligations has provided the Executive with just cause for such termination. In these cases, the Executive is only entitled to the Minimum Compensation, see Clause 6.3.1.

6.2 **Non-Solicitation Clause**

6.2.1 The Parties agree that the Non-Solicitation Clause under this provision shall become effective after six (6) months of employment.

6.2.2 For a period of six (6) months following termination of employment, the Executive undertakes not to have any direct or indirect business relations with or be employed by customers, agents, representatives, principals, suppliers and other business connections of the Company.

6.2.3 The Non-Solicitation Clause applies to customers etc. with whom the Executive has had business relations within the last 12 months prior to the date on which notice of termination is served. In connection with the termination of the employment relationship, the Company shall provide a list of customers etc. to be comprised by the Non-Solicitation Clause. The Non-Solicitation Clause also applies to business relations or employment with customers etc. who are not engaged in competing activities. Furthermore, the Non-Solicitation Clause shall apply irrespective of whether the contact is initiated by the Executive or by the customers etc.

6.2.4 Clauses 6.1.4 – 6.1.7 shall also apply to the Non-Solicitation Clause.

6.3 **Compensation and Termination**

6.3.1 The Executive shall receive compensation for undertaking the Non-Competition and Non-Solicitation Clauses. The compensation shall be equal to 60 per cent of the Executive 's salary applicable on termination of employment and be payable as from termination of employment until expiry of the Non-Competition and Non-Solicitation Clauses. For the first two (2) months, the compensation shall be paid out in a lump sum (the "Minimum Compensation") upon termination of employment and subsequently on a monthly basis in arrears for the remaining enforcement period of the Non-Competition and Non-Solicitation Clauses.

6.3.2 The right to compensation shall lapse if the Company has summarily dismissed the Executive with just cause. However, the Executive 's obligations set forth under the Non-Competition and Non-Solicitation Clauses shall remain in force.

6.3.3 The Company may, at any time, terminate the Non-Competition and Non-Solicitation Clauses with one (1) month's notice taking effect at the end of a month. However, the Executive will be entitled to receive the Minimum Compensation upon termination of employment, provided the Executive leaves the Company after expiry of a period of three (3) months following the commencement of the employment relationship and before expiry of a period of six (6) months following the Company's termination of the Non-Competition and Non-Solicitation Clauses, and provided the termination of employment is due to circumstances that would have entitled the Company to enforce the Non-Competition Clause and/or the Non-Solicitation Clause.

6.3.4 In order to fulfil his ordinary duty to mitigate losses, the Executive must actively seek other suitable employment of a non-competing nature but not with an undertaking comprised by the Non-Solicitation Clause. After having obtained other suitable employment, the Executive shall only be entitled to compensation equal to 24 per cent of the salary applicable on termination of employment during the remaining enforcement period of the Clauses. In case the Executive neglects his mitigation duty, the Executive's right to compensation shall lapse.

6.4 **SIGNATURES**

6.4.1 This Contract is executed using electronic signatures via Docusign which shall be considered original signatures for all purposes and shall carry the same legal validity as handwritten signatures.

For and on behalf of

Gogo Denmark ApS

/s/ Chris MacFarlane /s/ Michael Christensen

Name: Chris MacFarlane Michael Christensen

Title: Member of the Executive Board

Personal and Confidential
November 13, 2024 Michael Christensen
Email: mchristensen@satcomdirect.com

Re: Retention Bonus Dear Mr. Christensen:

Gogo Business Aviation, LLC (the ***"Company")*** and the Board of Directors of Gogo Inc., the parent company of the Company (the ***"Board")*** are pleased to offer you a Retention Bonus (as defined below) on the terms and conditions set forth in this letter agreement (this ***"Agreement")*** in connection with the transactions contemplated by that certain Purchase Agreement, dated as of September 29, 2024 (the ***"Purchase Agreement"),*** by and among the Company, the Sellers (as defined therein), Satcom Direct, Inc., a Florida corporation ***("Satcom Direct"),*** and other parties thereto, among other things, the Company will acquire the equity interests of Satcom Direct (together with other transactions contemplated by the Purchase Agreement, the ***"Transaction").*** Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in your Employment Agreement with the Company, dated on or about the date hereof (the ***"Employment Agreement").***

1. Retention Bonus. Effective and conditioned upon the consummation of the Transaction (the date of such consummation, the ***"Effective Date"),*** you will be granted a one-time retention bonus opportunity in an aggregate amount equal to $500,000 (the ***"Retention Bonus").*** The Retention Bonus shall vest, as follows, (i) one-third on the Effective Date (the ***"Initial Vesting Date"),*** (ii) one-third on the first anniversary of the Effective Date (the ***"Second Vesting Date")*** and (iii) one-third on the second anniversary of the Effective Date (the ***"Third Vesting Date"*** and each, a ***"Vesting Date"),*** in each case, provided that you continue to be employed by the Company or its subsidiaries through the applicable Vesting Date, except as provided in Section 1(a) below. Any portion of the Retention Bonus that vests will be payable to you in a lump sum within sixty (60) days following the applicable Vesting Date.

(a) Notwithstanding the foregoing, in the event (i) your employment is terminated by the Company without Cause, by you for Good Reason (under the Employment Agreement or CIC Agreement) or upon your death or disability (as contemplated by Section 8(b) of your Employment Agreement); or (ii) upon the consummation of a Change in Control (as defined in your CIC Agreement), to the extent you remain employed by the Company or its affiliates at the time thereof, then, subject to your timely execution and delivery to the Company and non-revocation (in each case, within any timeframes provided by the Company for doing so) of a general release of claims in a form reasonably prescribed by the Company and your continued compliance with your Continuing Obligations (as defined below) in accordance with Section 9 below, any unpaid portion of the Retention Bonus will be paid to you (or your estate or legal guardian, as applicable) in a lump sum within sixty (60) days after the date of such termination of employment or Change in Control (as applicable).

(b) For the avoidance of doubt, if your employment with the Company and its subsidiaries terminates prior to a Vesting Date for any reason other than as set forth in Section 1(a) above, then the unpaid portion of the Retention Bonus shall be automatically forfeited upon the date of such termination for no consideration.

1. Waiver of Change in Control Bonus. Reference is made to that certain Satcom Direct First Amended Change of Control Bonus Plan for Tier 1-3 Participants, effective March 27, 2024 (the ***"Plan")*** and your Award Agreement for Tier 2&3 Participants, dated April 5, 2024, by and between you and Satcom Direct (the ***"Award Agreement").*** In exchange for, and as a condition to, the opportunity to receive the Retention Bonus and other good and valuable consideration (including, but not limited to, your employment with the Company or its subsidiaries on and following the Effective Date), you agree to enter into that certain Change of Control Bonus Termination and Release Agreement, dated on the date hereof, by and between you and Satcom Direct (the ***"Termination Agreement"),*** pursuant to which you and Satcom Direct agreed to terminate the Award Agreement (and your entitlement to any Change of Control Bonus under the Plan) upon the Closing. Without limitation of the foregoing (but subject to Section 2 below), you, on behalf of yourself and each of your successors, assigns, affiliates and representatives, hereby further agree to unconditionally and irrevocably forever waive and release the Company, Satcom Direct and their respective (in each case, direct and indirect, current and future) parents, subsidiaries, affiliates, equityholders, directors, managers, officers, employees, agents, insurers and other representatives from, any and all rights, claims, cause of action, remedy, suits, debts, sums of money, damages, losses, judgements, accounts or bills of any kind or character, whether known or unknown, direct or indirect, suspected or unsuspected, in contract or in law or equity or otherwise, you may have arising under or related to the Plan, the Award Agreement and any Change of Control Bonus (as defined in the Plan) granted thereunder ***("Released Claims"),*** and you agree not to bring or threaten to bring, or otherwise join any such Released Claim.

2. Effectiveness. This Agreement will become effective on, and conditioned upon the occurrence of, the Effective Date. In the event the Transaction is not consummated for any reason, this Agreement (including the release set forth in Section 1 above) shall be null and void, *ab initio,* and you will have no rights or claims to receive any payments or benefits under this Agreement.

3. Administration. The Board shall have the responsibility, in its sole discretion, to control, operate, construe, interpret, and administer this Agreement and shall have all the discretionary authority that may be necessary or helpful to enable it to discharge its responsibilities with respect to the Retention Bonus. The Board is empowered to correct any defect, supply any omission, or reconcile any inconsistency in the Agreement in the manner and to the extent the Board shall deem it desirable to carry it into effect. All determinations and interpretations made by the Board in good faith shall be final, binding, and conclusive on you and your heirs, successors, and legal representatives.

4. Withholding Taxes. The Company or any of its applicable affiliates shall be entitled to withhold (or secure payment from you in lieu of withholding) the amount of any federal, state, local, or foreign taxes due with respect to any amount payable to you under this Agreement.

5. No Right to Continued Employment; No Rights as Equity Holder. Nothing in this Agreement will confer upon you any right to continued employment with the Company or any of

its subsidiaries or interfere in any way with the right of the Company or its subsidiaries to terminate your employment at any time for any reason. This Agreement will not in any way entitle you to any rights as an equity holder of the Company.

6. Other Benefits. Any Retention Bonus payable hereunder is a special incentive payment to you and will not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death, or other benefit under any other bonus, incentive, pension, retirement, insurance, or other employee benefit plan of the Company or its subsidiaries.

7. Section 409A. It is intended that this Agreement be exempt from the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and guidance promulgated thereunder (collectively, ***"Section 409A").*** Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Board. In no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest, income inclusion, or other penalty that may be imposed on you by Section 409A or for damages for failing to comply with Section 409A.

8. Governing Law. This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the parties will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions.

9. Release; Restrictive Covenants. Payment of any portion of the Retention Bonus hereunder is subject to your timely execution and non-revocation (in each case, within any timeframes provided by the Company for doing so) of a general release of claims in a form reasonably prescribed by the Company and your continued compliance with your Continuing Obligations (as defined below). Any unpaid portion of the Retention Bonus shall be automatically forfeited to the extent you violate any noncompetition, nonsolicitation, or any other restrictive covenants that may be contained in any Employment Agreement, restrictive covenant agreement, or other agreement between the Company or any of its affiliates and you, whether entered into prior to, on, or following the date hereof (collectively, your ***"Continuing Obligations")*** that would give rise to a right of the Company to terminate you for Cause, and you hereby reaffirm all such Continuing Obligations.

10. Severability. In the event that any provision of this Agreement is deemed to be illegal or invalid for any reason, said illegality or invalidity will not affect the remaining parts hereof, but this Agreement will be construed and enforced as if such illegal and invalid provision never existed.

11. No Assignment; Successors. Other than your rights under this Agreement that are assignable by you to your estate or legal guardian, this Agreement is personal to each of the parties hereto. Except as provided in this Section 11, no party may assign or delegate any rights or obligations hereunder without first obtaining the advance written consent of the other party hereto. Any purported assignment or delegation by you in violation of the foregoing will be null and void *ab initio* and of no force or effect. The Company may assign this Agreement to an affiliate of the

Company or to any successor to all or substantially all of the business and/or assets of the Company that assumes in writing, or by operation of law, the obligations of the Company hereunder.

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

13. Unfunded Arrangement. To the extent that any person acquires a right to receive payments under this Agreement, such right shall be no greater than the right of an unsecured general creditor. All payments to be made hereunder shall be paid from general assets.

14. No Obligation to Consummate Transaction; Company Discretion. No provision of this Agreement will be interpreted to impose an obligation on the Company or any of its subsidiaries or affiliates to consummate the Transaction. The decision to consummate the Transaction, and all terms and conditions of any such transaction, including the amount, timing, and form of consideration to be provided in connection therewith, will be governed solely by the Purchase Agreement and documents entered into in connection therewith. In addition, this Agreement shall not be interpreted or construed so as to limit or prevent the Company or any of its subsidiaries or affiliates from taking any actions with respect to the operation or conduct of their business or entering into any transaction that they deem appropriate or in their best interests.

15. **BY EXECUTION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF YOUR OWN LEGAL COUNSEL PRIOR TO EXECUTING THIS AGREEMENT, AND FULLY UNDERSTAND AND ACCEPT ALL OF THE PROVISIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT NONE OF THE COMPANY, SATCOM DIRECT, NOR ANY OF THEIR RESPECTIVE EQUITYHOLDERS, AFFILIATES OR REPRESENTATIVES, HAVE PROVIDED OR ARE PROVIDING YOU WITH ANY LEGAL ADVICE, AND YOU HAVE BEEN ADVISED TO CONSULT WITH YOUR OWN LEGAL ADVISORS WITH RESPECT TO YOUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT AND DOCUMENTS ENTERED INTO IN CONNECTION HEREWITH.**

16. Entire Agreement; Amendment. This Agreement, the Termination Agreement, the Employment Agreement, and any Additional Agreement constitutes the entire agreement by you, on the one hand, and the Company and its affiliates (including Satcom Direct), on the other hand, with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between you and the Company and/or its affiliates (including Satcom Direct) with respect to the subject matter hereof, whether written or oral, including the Plan and the Award Agreement. The Company may amend, modify, or terminate this Agreement for the purpose of meeting or addressing any changes in legal requirements, except that no amendment or alteration that would materially adversely affect your rights under this Agreement shall be made without your consent.

[Signature Page Follows]

On behalf the Company, I look forward to your contributions to the growth and success of the Company and its business.

Very truly yours,

Gogo Inc.

By: /s/ Crystal L. Gordon
Name: Crystal L. Gordon Title: Vice President

The above terms and conditions accurately reflect our understanding regarding the terms and conditions of the Retention Bonus. I hereby acknowledge that the Retention Bonus is subject in all respects to the terms and conditions of this Agreement, and I hereby confirm my agreement to the same.

/s/ Michael Christensen
Michael Christensen

ADDENDUM TO RETENTION BONUS AGREEMENT (ASSIGNMENT OF AGREEMENT)

Between Gogo Business Aviation LLC

105 Edgeview Dr., Suite 300, Broomfield,
CO 80021

USA

And Gogo Inc.

105 Edgeview Dr., Suite 300, Broomfield,

CO 80021

USA

And Gogo Denmark ApS

Sundkrogsgade 21

2100 Copenhagen

Denmark

And Michael Christensen

[***]

This addendum (the "**Addendum**") to the Retention Bonus Agreement set forth in the letter dated 13 November 2024 from the Vice President of Gogo Inc. is entered into on September 1, 2026 between:

(1) Gogo Business Aviation LLC, 105 Edgeview Dr., Suite 300, Broomfield, CO 80021, USA, with registration number 4541118, with registered office at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808 USA (the "**Former Employer**")

(2) Gogo Inc., 105 Edgeview Dr., Suite 300, Broomfield, CO 80021, USA, with registration number 4764488, with registered office at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808 USA (the **"Parent Company"**);

(3) Gogo Denmark ApS, Company Reg. No. (CVR), 45175685, Sundkrogsgade 21, 2100 Copenhagen, Denmark (the **"New Employer"**); and

(4) Michael Christensen, [***] (the "**Executive**"),

- the Former Employer, the Parent Company, the New Employer and the Executive hereinafter collectively referred to as the "**Parties**" and separately as a "**Party**"

WHEREAS:

(A) the Former Employer, the Parent Company and the Executive entered into the Retention Bonus Agreement set forth in the letter dated 13 November 2024 from the Vice President of Gogo Inc. (the "**Agreement**") (a copy of which is attached as exhibit 1 to this Addendum) that became effective on December 3, 2024 (the **"Effective Date"**);

(B) pursuant to the Agreement, the Executive was granted a one-time retention bonus opportunity in an aggregate amount of USD 500,000 (the "**Retention Bonus**"), vesting in three (3) equal installments: one-third on the Effective Date, one-third on the first anniversary of the Effective Date and one-third on the second anniversary of the Effective Date;

(C) the first and second installment of the Retention Bonus has been paid to the Executive but the third installment remains outstanding;

(D) the Executive's employment is being transferred from the Former Employer to the New Employer, which is an affiliate of the Former Employer and which is ultimately controlled by the Parent Company;

(E) the Parties wish to confirm that the Agreement continues in full force and effect following the transfer of the Executive's employment and to make certain clarificatory amendments to give effect to that intention.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 CONTINUATION OF THE AGREEMENT

1.1 The Parties agree that, with effect from the date of this Addendum (the "**Addendum Effective Date**") the Agreement shall continue in full force and effect on its existing terms, save as expressly amended by this Addendum.

1.2 Consequently, with effect from the Addendum Effective Date, the Former Employer assigns to the New Employer, and the New Employer hereby accepts and assumes all of the Former Employer's rights and obligations under the Agreement to the extent arising on or after the Addendum Effective Date.

1.3 Notwithstanding the assignment referred to in Clause 1.2 above, the Former Employer shall remain solely liable for all obligations under the Agreement that accrued prior to the Addendum Effective Date.

1.4 The transfer of the Executive's employment from the Former Employer to the New Employer shall not constitute, and shall not be deemed to constitute, a termination of employment or a breach of the Agreement for any purpose whatsoever.

1.5 For the purposes of determining whether the applicable vesting conditions under Section 1 of the Agreement have been satisfied, the Executive's period of continuous service with the Former Employer shall be aggregated with, and treated as continuous with, the Executive's period of service with the New Employer.

2 AMENDMENTS TO THE AGREEMENT

2.1 With effect from the Executive's commencement of employment with the New Employer (the **"Addendum Effective Date"**), the Agreement shall be amended as outlined in this Clause 2.

2.2 *References to Former Employer in the Agreement*

2.2.1 All references in the Agreement to the Former Employer (defined therein as *"the Company"*) shall be read and construed as references to the New Employer, save where the context otherwise requires or where a reference relates specifically to the period prior to the Addendum Effective Date.

2.3 *Termination Events - Section 1(a) of the Agreement*

2.3.1 The reference in the Section 1(a) of the Agreement to the *"CIC Agreement"* shall be read and construed as a reference to the Change in Control Severance Agreement by and between the Parent Company and the Executive dated September 1, 2026 (the **"Amended CIC Agreement"**).

2.3.2 Further, the reference in Section 1(a) of the Agreement to *"Cause"* and *"Good Reason"* shall be read and construed as the definition of *"Cause"* and *"Good Reason"* in the Amended CIC Agreement.

2.4 *Other Benefits - Section 6 of the Agreement*

2.4.1 Section 6 of the Agreement shall be supplemented with the following wording:

If, contrary to the intentions of the Parties and the governing law clause set out in Section 8 of the Agreement, the Agreement is determined by a court or other judicial authority to be governed by Danish law as a consequence of the change in the Executive's employing entity, the Parties acknowledge and agree as follows:

(a) The Retention Bonus does not constitute remuneration for the Executive's work performance during the relevant retention period. The Parties acknowledge that the Executive is not required to deliver any specific work output as a condition of earning the Retention Bonus; rather, the Retention Bonus is a premium for the Executive remaining in his position through the applicable vesting dates. Accordingly, the Retention Bonus shall not be characterised as salary within the meaning of Section 17a of the Danish Salaried Employees Act (in Danish: "funktionærloven").

(b) For the same reasons as set out in item (a) above, the Retention Bonus does not constitute salary qualifying for holiday pay within the meaning of Sections 18 and 19 of the Danish Holiday Act (in Danish: "ferieloven"), and accordingly no holiday allowance or holiday

supplement shall accrue in respect of any Retention Bonus payment made under the Agreement.

2.5 *Section 409A - Section 7 of the Agreement*

2.5.1 The Parties acknowledge and agree that Section 7 of the Agreement shall apply solely to any portion of the Retention Bonus that is subject to taxation under United States federal tax law.

2.6 *Release, restrictive Covenants - Section 9 of the Agreement*

2.6.1 Any requirement under the Agreement for the Executive to issue a general release claim *"in a form reasonably prescribed by the Company"* shall be construed as a requirement to execute such release in a form reasonably required by not only the New Employer but also the Former Employer and/or the Parent Company.

2.6.2 The second sentence of Section 9 of the Agreement shall be replaced in its entirety with the following:

Any unpaid portion of the Retention Bonus shall be automatically forfeited if the Executive breaches any non-competition, non-solicitation or other restrictive covenant contained in any employment agreement, restrictive covenant agreement or other agreement between the Executive and any of the Former Employer, the Parent Company, the New Employer or any of their respective affiliates, whether entered into prior to, on or following the Addendum Effective Date (collectively, the **"Continuing Obligations"**), where such breach would give rise to a right of the New Employer (or, in respect of the period prior to the Addendum Effective Date, the Former Employer) to terminate the Executive's employment for Cause. The Executive hereby reaffirms all such Continuing Obligations.

2.7 *Entire Agreement - Section 16 of the Agreement*

2.7.1 The first sentence of Section 16 of the Agreement shall be replaced in its entirety with the following:

This Addendum, together with the Agreement and the Agreements mentioned in Section 16 of the Agreement save for the Employment Agreement with respect to its subject matter and supersedes any and all prior agreements or understandings between the Executive and the Former Employer and/or its affiliates (including Satcom Direct) with respect to the subject matter thereof, whether written or oral , including the Plan and the Award Agreement.

3 MISCELLANEOUS

3.1 Save as expressly set out in this Addendum, the Agreement shall remain unamended and in full force and effect. In the event of any inconsistency between this Addendum and the Agreement, the terms of this Addendum shall prevail.

3.2 This Addendum shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions, consistent with the governing law clause of the Agreement.

4 SIGNING

4.1 This Addendum is executed in four copies, each to be duly signed by the Parties. Each Party retains one copy.

For and on behalf of

Gogo Business Aviation LLC

By /s/ Crystal L. Gordon /s/ Michael Christensen

Name: Crystal L. Gordon Michael Christensen

Title: EVP, General Counsel,
Chief Administrative Officer and Secretary

For and on behalf of

Gogo Inc.

By /s/ Crystal L. Gordon

Name: Crystal L. Gordon

Title: EVP, General Counsel,
Chief Administrative Officer and Secretary

For and on behalf of

Gogo Denmark ApS

By /s/ Chris MacFarlane

Name: Chris MacFarlane

Title: Member of the Executive Board

CHANGE IN CONTROL SEVERANCE AGREEMENT

This Change in Control Severance Agreement, entered into on September 1, 2026 (this ***"Agreement")*** by and between Gogo Inc., a Delaware corporation (the ***"Company"),*** and Michael Christensen ***("Executive"),*** is made effective as of the Effective Date (as defined below). Certain capitalized terms used herein have the meanings given to them in Section 15 hereof.

RECITALS:

WHEREAS, the Board of Directors of the Company (the ***"Board")*** considers the maintenance of a sound management to be essential to protecting and enhancing the best interests of the Company and its stockholders and, in this connection, recognizes that the possibility of a Change in Control may exist from time to time, and that this possibility, and the uncertainty and questions it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders;

WHEREAS, the Board has determined that appropriate steps should be taken to encourage the continued attention and dedication of members of management of the Company and its Subsidiaries to their assigned duties without the distraction which may arise from the possibility of a Change in Control;

WHEREAS, pursuant to that certain Purchase Agreement, by and among the Company, Gogo Direct Holdings LLC, the Sellers (as defined therein), Satcom Direct, Inc., a Florida corporation ***("Satcom Direct")*** and other parties thereto, dated as of September 29, 2024, among other things, the Company acquired the equity interests of Satcom Direct (together with other transactions contemplated by the Purchase Agreement, the ***"Transaction")***;

WHEREAS, in connection with the Transaction and Executive's employment with Gogo Business Aviation LLC, a Delaware limited liability company and a subsidiary of the Company (***"Former Employer"***) that commenced on the date of the consummation of the Transaction the Company and Executive entered into a Change in Control Severance Agreement dated 19 November 2024 (the ***"Former Agreement"***);

WHEREAS, with effect from September 1, 2026 (the ***"Effective Date"),*** the Executive's employment will be transferred from the Former Employer to Gogo Denmark ApS (***"New Employer"***), an indirect subsidiary of the Company and a member of the Company Group;

WHEREAS, the Parties wish to enter into this Agreement which, with effect from the Effective Date, shall replace the Former Agreement in its entirety, and which is intended to reflect substantially similar terms to those of the Former Agreement, subject to such consequential amendments as are necessary in connection with the transfer of the Executive's employment to the New Employer, necessitating the entry into this Agreement.

AGREEMENT:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lapse of Former Agreement. The Company and Executive agree that this Agreement shall with effect from the Effective Date replace the Former Agreement in its entirety, and the Former Agreement shall thereupon lapse and become null and void.

2. Change in Control and Severance Benefits.

(a)Severance Payment. If Executive's employment with the Company Group is terminated as a result of a Qualifying Termination, the Company shall procure that the notice period pursuant to clauses 5.1.1 and 5.1.2 of the Employment Agreement is observed by the employing entity and that the Executive is released from his duties (in Danish: "fritstillet") during such notice period, with no right of the employing entity to set off any income earned by the Executive from new non-competing employment against the Executive's remuneration during the release period. In addition, the Company shall pay Executive - or procure that the Executive is paid - an amount equal to the sum of (i) the Severance Pay, being six (6) months of Executive's Base Salary pursuant to clause 5.1.3 of the Employment Agreement (the ***" Severance Pay"),*** (ii) an additional six (6) months of Executive's Base Salary, and (iii) an amount equal to the product of (x) 1/12 of Executive's Target Bonus and (y) the number of months in the Severance Period ((ii) and (iii) collectively, the ***"Additional Payment").*** Notwithstanding anything to the contrary in the Employment Agreement, the Company shall pay the Additional Payment together with the Severance Pay (collectively, the ***"Severance Payment")*** in cash in a single lump sum payment within ten (10) days following the Date of Termination. In addition, the Company shall pay Executive - or procure that the Executive is paid - (A) any salary earned but unpaid prior to the Date of Termination and all accrued but unused paid time off or vacation, (B) any business or reimbursable relocation expenses incurred but not reimbursed as of the Date of Termination in accordance with the applicable business expense reimbursement policy of the Company Group in effect on the Date of Termination, and (C) any award under the Annual Bonus Plan for which Executive has completed the prior calendar year and that has been approved by the Compensation Committee of the Board (the "Committee"), but for which the annual bonus has not been paid as of the Date of Termination.

(b)Equity Award Acceleration. If Executive's employment is terminated as a result of a Qualifying Termination, then (i) the vesting of each Award that vests based on continued service, and the exercisability of each such Award that is a stock option, shall be automatically accelerated in full as of the Date of Termination, and (ii) each Award that vests based on performance shall be deemed to be earned and become vested and/or paid out in an amount equal to the product of (x) such Executive's target award opportunity with respect to such Award for the Performance Cycle in question and (y) the greater of the percentage of Performance Goals (which Performance Goals shall be pro-rated, if necessary or appropriate, to reflect the portion of the Performance Cycle that has been completed) achieved as of the date of the Change in Control and as of the last day of the fiscal quarter ended on or immediately prior to the Date of Termination. The portion of any Award that vests based on performance that does not vest in accordance with the preceding sentence shall immediately be forfeited and canceled without any payment therefor. An Award shall continue to be exercisable in accordance with the Executive's Award

Agreement, and with respect to Awards other than stock options and restricted stock awards, will be settled upon vesting to the extent such accelerated vesting is permitted by Section 409A of the Code or, if not so permitted, on the scheduled settlement date in accordance with Executive's Award Agreement, including in each case, without limitation of any provisions that provide that in connection with a Change in Control, an Award may be surrendered and cancelled in exchange for a cash payment.

(c)Other Termination. If the Executive's employment terminates other than as a result of a Qualifying Termination, the Executive shall not be entitled to receive severance or other benefits hereunder, but may be eligible for such severance and benefits (if any) as may then be available under the Employment Agreement, any Additional Agreement (defined below), or the then-existing severance and benefit plans and policies of the Company Group.

(d)No Mitigation Requirement. The Executive shall not be required to mitigate the amount provided for in this section by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this section be reduced by the amount of any compensation earned by the Executive as the result of employment by another employer, or by any set-off, counterclaim, recoupment, or other claim, right or action the Company Group may have against the Executive.

3. Notices. All notices, reports, records or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by telecopy, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the Company at its corporate headquarters to the attention of the Corporate Secretary and to the Executive at the home address most recently provided by Executive to the Company, or, in the case of either party, to such other address as such party may have given to the other by notice pursuant to this Section 3. Notice shall be deemed given on the date of delivery, in the case of personal delivery or email, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail. Any termination by the Company Group for Cause or by Executive for Good Reason shall be communicated by a notice of termination ***("Notice of Termination")*** to the other party given in accordance with this Agreement or the Employment Agreement. Such notice shall indicate the specific termination provision in this Agreement or the Employment Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated. The failure by the Company Group or Executive to include in the notice any fact or circumstance arising prior to the date of such notice which contributes to a showing of Cause or Good Reason, respectively, shall not waive any right of the Company Group or the Executive, as the case may be, hereunder, or preclude the Company or the Executive, as the case may be, from asserting such fact or circumstance in enforcing its or his rights hereunder.

4. Limitation of Benefits.

(a) If upon a Change in Control any of the payments and benefits provided for under this Agreement or any other agreement or arrangement between the Company and

its affiliates and Executive ***("Payments")*** would constitute a "parachute payment" within the meaning of section 280G of the Code ***("Parachute Payments"),*** then, if and solely to the extent that reducing the benefits payable hereunder, would result in the Executive receiving a greater amount, on an after-tax basis, taking into account any excise tax imposed pursuant to section 4999 of the Code (the ***"Excise Tax")*** and all applicable income, employment and other taxes payable on such amounts, the amounts payable hereunder shall be reduced or eliminated, as the case may be, so that the total amount of Parachute Payments received by the Executive would result in no portion of the payments being subject to the Excise Tax.

(b) Any such reduction in the amount of compensation or benefits effected pursuant to this Section 4 shall first come from the Additional Payment and then, in order and in each case, solely to the extent necessary, from the Severance Pay, and the benefit of the Award acceleration provided in Section 2(b).

5. Restrictive Covenants. Notwithstanding anything to the contrary in this Agreement, Section 6 of the Executive's Employment Agreement shall remain in full force and effect in accordance with the terms thereof to the extent mandated by applicable law.

6. Further Assurances. The parties shall cooperate fully with each other and execute such further instruments, documents and agreements, and shall give such further written assurances, as may be reasonably requested by one another to better evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intent and purposes of this Agreement.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with internal laws, but not the conflicts of law rules, of the State of Colorado.

8. Arbitration.

(a) Any dispute arising in connection with this Agreement shall be submitted to final and binding arbitration, except for equitable or injunctive actions or claims by Executive for workers' compensation, unemployment compensation or benefits under a Company Group benefits plan. Judgment upon any award rendered by arbitration may be entered in any court having jurisdiction thereof.

(b) The arbitrator shall be selected by the mutual agreement of the parties. Any arbitrator selected shall be a professional having at least ten years of experience in labor or employment related practice areas (and, to the extent commercially reasonable, the arbitrator shall have experience in Danish labor or employment law). If the amount in dispute under this Agreement, the Employment Agreement or any Additional Agreement exceeds $250,000 in the aggregate, the parties shall select, by mutual agreement, a panel of three arbitrators, rather than one arbitrator, to resolve the dispute.

(c) The arbitration shall be conducted in Denver, Colorado (unless the corporate headquarters of the Company shall have been moved to another location, in which

case the arbitration shall be conducted in such location). Reasonable discovery shall be permitted as determined by the arbitrator or arbitrators. Both parties to an arbitration shall have the right to be represented by counsel. The Company shall be responsible for paying all administrative fees, costs and expenses associated with the arbitration, including filing fees, the arbitrator' s fees, and the expense of the arbitration proceedings, with all other costs and attorneys' fees to be paid by the party incurring such costs and fees (subject to any reimbursement pursuant to Section 8(d)).

(d) Except as otherwise provided herein, this arbitration procedure is the exclusive remedy for any contractual, non-contractual or statutory claim of any kind, including claims arising under federal, state and local statutory law, including, but not limited to, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq.; the Colorado Anti-Discrimination Act, C.R.S. 24-34-401, et seq.; and common law or equitable claims alleging breach of contract, defamation, fraud, outrageous conduct, promissory estoppel, violation of public policy, wrongful discharge or any other tort, contract or equitable theory (collectively, "Covered Matters"). Executive agrees to engage in any and all reasonable internal dispute resolution procedures established by the Company Group prior to pursuing arbitration under this Agreement. Nothing in this Agreement shall require arbitration of any Covered Matters which, by valid law that is binding on Executive and the Company and not preempted by federal law, cannot be the subject of a compulsory arbitration agreement, and nothing in this Agreement shall be interpreted to mean that Executive is precluded from filing a charge or complaint with any federal, state or local governmental agency, legislative body, regulatory body or self-regulatory organization that prohibits waiver or limitation of such right, including, but not limited to, the Equal Employment Opportunity Commission, and the National Labor Relations Board.

(e)Reimbursement of Legal Expenses. If any contest or dispute shall arise between the Company and the Executive regarding any provision of this Agreement, the Company shall reimburse the Executive for all legal fees and expenses reasonably incurred by the Executive in connection with such contest or dispute, but only if the Executive prevails to a substantial extent with respect to at least one of Executive's material claims brought and pursued in connection with such contest or dispute. Such reimbursement shall be made as soon as practicable following the resolution of such contest or dispute (whether or not appealed) to the extent the Company receives written evidence of such fees and expenses. Any such reimbursements or expenses shall be paid not later than as soon as practicable following the resolution of the dispute but in no event later than the end of the first taxable year of the Executive in which the Company and the Executive enter into a legally binding settlement of such dispute, the Company concedes that the amount is payable, or the Company is required to make such payment pursuant to a final and non-appealable judgment or other binding decision.

9. Severability. If any provision of this Agreement shall be held by any Court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the enforceability of all other provisions of this Agreement shall be

unimpaired.

10. Binding Agreement. Executive shall not delegate or assign any of Executive's rights or obligations under this Agreement; provided, however, that the terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. The Company shall cause any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) or to all or substantially all of the Company's business and/or assets to assume the Company's obligations under this Agreement and agree expressly to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this section or which becomes bound by the terms of the Agreement by operation of law or otherwise. This Agreement may be amended only by a written amendment executed by both parties.

11. Effect on other Agreements and Benefits. Except to the extent expressly set forth herein, any benefit or compensation to which Executive is entitled under the Employment Agreement, or any other agreement between Executive and the Company Group, including, the Retention Bonus Agreement (each, an "Additional Agreement'), or any plan maintained by the Company Group in which the Executive participates or participated shall not be modified or lessened in any way, but shall be payable according to the terms of the applicable plan or agreement. Notwithstanding the foregoing, the severance benefits received by Executive upon a Qualifying Termination under the terms of this Agreement shall be in lieu of any substantially similar severance benefits to which the Executive would otherwise be entitled under the Employment Agreement or any other severance policy or plan maintained by the Company Group as a result of such Qualifying Termination (the intent of the foregoing to prevent "double dipping"). For example, the Executive will not be entitled to the Severance Pay under Clause 5.1.3 of the Employment Agreement if the Executive is entitled to the Severance Payment under Section 2.a of this Agreement.

12. Employment Taxes. All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

13. Section 409A. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent. The payments to Executive pursuant to this Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible. The amount referred to herein as the "Severance Pay" is intended to be exempt from being treated as deferred compensation under the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9). The change in the time and form of payment of the Severance Payment from installments as provided in the Employment Agreement to a lump sum payment as provided herein is intended to comply with Section 409A in reliance on such subsection of the regulations and, as applicable, Treasury regulation §1.409A-3(c). The amount referred

to herein as the "Additional Payment" is a new legally binding right created pursuant to this Agreement and is intended to be exempt from Section 409A of the Code as short-term deferral pursuant to Treasury regulation §1.409A-l(b)(4). In the event the terms of this Agreement would subject Executive to taxes or penalties under Section 409A of the Code ***("409A Penalties"),*** the Company and Executive shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible. To the extent any amounts under this Agreement are payable by reference to Executive's "termination of employment," such term shall be deemed to refer to Executive's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, if Executive is a "specified employee," as defined in Section 409A of the Code, as of the date of Executive's separation from service, then to the extent any amount payable under this Agreement (i) constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, (ii) is payable upon Executive's separation from service and (iii) under the terms of this Agreement would be payable prior to the six-month anniversary of Executive's separation from service, such payment shall be delayed until the earlier to occur of (a) the six-month anniversary of the separation from service or (b) the date of Executive's death. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

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

15. Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. 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, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Annual Bonus Plan" means the annual bonus plan established by the Board in which the Executive and other members of management within the Company participate.

"Applicable Good Reason Period" means the period commencing on the first anniversary of the date of the consummation of a Change in Control and ending twelve (12) months thereafter.

"Award" means any options, restricted stock, restricted stock units or other equity incentives awarded to the Executive under the Plan.

"Award Agreement" means the written agreement between the Company and the Executive

evidencing an Award under the Plan.

"Base Salary" means the Executive's annual base salary paid or payable by the Company or any of its Subsidiaries at the rate in effect (or required to be in effect before any diminution that is a basis of the Executive's termination for Good Reason) on the Date of Termination.

"Cause" means Executive's (1) willful gross misconduct or gross or persistent negligence in the discharge if their duties; (2) act of dishonesty or willful concealment, in each case, that has a material and adverse impact on the business or reputation of the New Employer, the Company or its other Subsidiaries; (3) breach of their fiduciary duty or duty of loyalty to the New Employer and the Company, which has not been cured by the Executive (to the extent such breach is capable of cure, as reasonably determined by the New Employer or the Company's board of directors as the case may be) within ten (10) business days after written notice of such is given to the Executive by the New Employer or the Company; (4) a material breach of the Executives obligations under the employment with New Employer which has not been cured by the Executive within (30) days after written notice of such breach is given to the Executive by the New Employer (to the extent such breach is capable of cure, as reasonably determined by the New Employer); (5) material violation of any applicable written code of conduct or code of ethics, or policies or procedures of general applicability, including but limited to policies prohibiting discrimination, harassment and retaliation; (6) commission of one or more acts of substance abuse which are materially injurious to the New Employer or the Company; (7) conviction or plea of no contest to a felony under Danish or Colorado law (excluding traffic violations).

"Change in Control" means:

(i) the acquisition by any person, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either the then outstanding equity interests in the Company or the combined voting power of the Company's then outstanding voting securities; or

(ii) the consummation of a reorganization, merger or consolidation of the Company or the sale of all or substantially all of the assets of the Company, in each case with respect to which the persons who held equity interests in the Company immediately prior to such reorganization, merger, consolidation or sale do not immediately thereafter own, directly or indirectly, 50% or more of the combined voting power of the then outstanding securities of the surviving or resulting corporation or other entity;

in each case, provided that such event constitutes a "change in control" within the meaning of Section 409A of the Code.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"*Company Group*" means the Company and its direct and indirect Subsidiaries, including New Employer.

"*Date of Termination*" means: (i) where the Executive's employment is terminated with

notice, the date on which notice of termination is given; (ii) where the Executive's employment is terminated by summary dismissal, the date on which the summary dismissal takes effect; and (iii) where the Executive's employment terminates due to death, the date of the Executive's death.

"*Employment Agreement*" means the Employment Agreement, dated September 1, 2026, between Gogo Denmark ApS and Executive, as amended.

"*Good Reason*" means (i) a reduction by the Company or any of its Subsidiaries in Executive's Base Salary or in his Target Bonus or other compensation offered under the Retention Bonus Agreement; (ii) a material diminution in the Executive's position with the Company Group, such that the Executive is required to perform duties, authorities and responsibilities following the Applicable Good Reason Period which would have been assigned to a position that would have been below the level of Executive Vice President, Chief Revenue Officer under the title structure in effect at the Company Group immediately prior to the Change in Control; (iii) the relocation of Executive's principal place of employment to a geographic location greater than fifty (50) miles from New Employer's address; (iv) the occurrence of a Change in Control following which the acquiror does not assume the obligations of the Company Group under this Agreement, the Employment Agreement or the Retention Bonus Agreement; and (v) any material failure by the Company or any Subsidiary to pay the Executive any compensation when otherwise due under the terms of the Employment Agreement or any Additional Agreement; provided, however, that Executive may resign for Good Reason for purposes of this Agreement only if (x) he has given the Company written notice of its breach within ninety (90) days of the date that the Executive discovers such breach and (y) the Company has not remedied such breach on or before the 30th day following the Company's receipt of such notice.

"*Person*" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity.

"***Plan***" means the 2024 Omnibus Equity Incentive Plan (as amended from time to time or any successor equity plan, or any other plan or arrangement implemented by the Company or its Affiliates, including pursuant to the inducement grant exception to shareholder approval of equity plans set forth in NASDAQ Listing Rule 5635(c)(4)).

"Performance Cycle" means the period of time selected by the Committee and set forth in an Award during which performance is measured for the purpose of determining the extent to which an Award has been earned or vested.

"Performance Goals" means the objectives established by the Committee for a Performance Cycle for the purpose of determining the extent to which an Award has been earned or vested.

"Qualifying Termination" means:

(i) at any time within the period commencing on the date of the consummation of a Change in Control and ending twenty-four (24) months thereafter, the Executive's employment is terminated (A) involuntarily for any reason other than Cause, or death or (B) by the Executive for Good Reason; or

(ii) at any time following the date the Company or any of its Affiliates enters into a Sale Agreement with a third party and prior to the date of the consummation of the Change in Control pursuant to such Sale Agreement (and at a time the Company or any of its Affiliates has not terminated the Sale Agreement or otherwise abandoned the applicable transaction), the Executive's employment is terminated (A) involuntarily for any reason other than Cause, or death, or (B) by the Executive for Good Reason.

"Retention Bonus Agreement" means that certain Retention Bonus Agreement dated on or about the date hereof, by and between the Company and Executive, as amended from time to time, most recently by Addendum to Retention Bonus Agreement (Assignment of Agreement) of September 1, 2026.

"Sale Agreement" means an executed agreement that, if consummated, would result in a Change in Control. For the avoidance of doubt, a term sheet, letter of intent, or similar preliminary agreement shall not constitute a Sale Agreement hereunder.

"Severance Period" shall mean 18 months.

"Subsidiary" means any corporation, limited liability company or other Person in which the Company, directly or indirectly, holds a majority of the voting power of such entity's outstanding shares of capital stock, membership interests or other equity interests.

"Target Bonus" means the target bonus, determined by multiplying an agreed-upon percentage times Base Salary, for which Executive is eligible under the Employment Agreement in relation to the Annual Bonus Plan or other Additional Agreement, in each case, at the percentage in effect (or required to be in effect before any diminution that is a basis of the Executive's termination for Good Reason) on the Date of Termination.

"Voting Power" when used in the definition of Change in Control shall mean such specified number of the Voting Securities as shall enable the holders thereof to cash such percentage of all the votes which would be case in an annual election of directors.

"Voting Securities" shall mean all securities of a company entitling the holders thereof to vote in an annual election of directors.

The parties have executed this Agreement on the date first written above, effective as of the Effective Date.

COMPANY:	**EXECUTIVE:**
GOGO INC.	**MICHAEL CHRISTENSEN**
/s/ Crystal L. Gordon Crystal L. Gordon EVP, General Counsel, Chief Administrative Officer and Secretary	/s/ Michael Christensen

Exhibit 31.1

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, Christopher Moore, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer 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: November 6, 2026

/s/ Christopher Moore
Christopher Moore
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

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, Zachary Cotner, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer 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.

Dat November 6, 2026
e:

/s/ Zachary Cotner
Zachary Cotner
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

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, Christopher Moore, Chief Executive Officer and Director 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 September 30, 2026 (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: November 6, 2026

/s/ Christopher Moore
Christopher Moore
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

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, Zachary Cotner, 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 September 30, 2026 (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.

Dat November 6, 2026
e:

/s/ Zachary Cotner
Zachary Cotner
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)