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, 2024

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)

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

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

Title of Class	Trading Symbol	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 31, 2024, 125,779,239 shares of $0.0001 par value common stock were outstanding.

Gogo Inc.

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

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

	September 30, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 176,678	$ 139,036
Accounts receivable, net of allowances of $2,807 and $2,091, respectively	45,875	48,233
Inventories	74,848	63,187
Prepaid expenses and other current assets	50,013	64,138
Total current assets	347,414	314,594
Non-current assets:		
Property and equipment, net	93,830	98,129
Intangible assets, net	64,888	55,647
Operating lease right-of-use assets	67,171	70,552
Investment in convertible note	3,761	—
Other non-current assets, net of allowances of $720 and $591, respectively	24,229	25,979
Deferred income taxes	209,444	216,638
Total non-current assets	463,323	466,945
Total assets	$ 810,737	$ 781,539
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 26,445	$ 16,094
Accrued liabilities	61,476	47,649
Deferred revenue	1,843	1,003
Current portion of long-term debt	7,250	7,250
Total current liabilities	97,014	71,996
Non-current liabilities:		
Long-term debt	583,864	587,501
Non-current operating lease liabilities	68,005	73,047
Other non-current liabilities	9,130	8,270
Total non-current liabilities	660,999	668,818
Total liabilities	758,013	740,814
Commitments and contingencies (Note 15)		
Stockholders' equity		
Common stock, par value $0.0001 per share; 500,000,000 shares authorized at September 30, 2024 and December 31, 2023; 138,949,113 and 137,632,284 shares issued at September 30, 2024 and December 31, 2023, respectively; and 126,140,650 and 128,462,343 shares outstanding at September 30, 2024 and December 31, 2023, respectively	14	14
Additional paid-in capital	1,413,842	1,402,003
Accumulated other comprehensive income	4,959	15,796
Treasury stock, at cost	(194,159)	(163,197)
Accumulated deficit	(1,171,932)	(1,213,891)
Total stockholders' equity	52,724	40,725
Total liabilities and stockholders' equity	$ 810,737	$ 781,539

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,	
	2024	2023	2024	2023
Revenue:				
Service revenue	$ 81,857	$ 79,546	$ 245,459	$ 237,107
Equipment revenue	18,672	18,403	61,451	62,660
Total revenue	100,529	97,949	306,910	299,767
Operating expenses:				
Cost of service revenue (exclusive of amounts shown below)	19,051	18,116	55,793	51,732
Cost of equipment revenue (exclusive of amounts shown below)	15,165	12,320	47,383	47,983
Engineering, design and development	9,759	9,154	29,279	26,259
Sales and marketing	8,551	7,015	25,870	21,748
General and administrative	24,917	13,336	61,416	40,734
Depreciation and amortization	4,015	4,692	11,743	12,022
Total operating expenses	81,458	64,633	231,484	200,478
Operating income	19,071	33,316	75,426	99,289
Other expense (income):				
Interest income	(2,419)	(1,622)	(6,587)	(5,509)
Interest expense	9,670	8,025	26,193	24,807
Loss on extinguishment of debt	—	—	—	2,224
Other expense (income), net	(332)	(728)	1,286	(733)
Total other expense	6,919	5,675	20,892	20,789
Income before income taxes	12,152	27,641	54,534	78,500
Income tax provision (benefit)	1,522	6,728	12,575	(52,711)
Net income	$ 10,630	$ 20,913	$ 41,959	$ 131,211
Net income attributable to common stock per share:				
Basic	$ 0.08	$ 0.16	$ 0.33	$ 1.01
Diluted	$ 0.08	$ 0.16	$ 0.32	$ 0.98
Weighted average number of shares:				
Basic	127,918	129,951	128,513	129,632
Diluted	130,389	133,320	131,538	133,382

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,	
	2024	2023	2024	2023
Net income	$ 10,630	$ 20,913	$ 41,959	$ 131,211
Other comprehensive income (loss), net of tax				
Currency translation adjustments	131	(136)	$ (126)	$ 123
Cash flow hedges:				
Amount recognized in other comprehensive income	(4,039)	3,517	1,040	8,405
Less: income realized and reclassified to earnings	3,124	4,620	11,751	14,743
Changes in fair value of cash flow hedges	(7,163)	(1,103)	(10,711)	(6,338)
Other comprehensive income (loss), net of tax	(7,032)	(1,239)	(10,837)	(6,215)
Comprehensive income (loss)	$ 3,598	$ 19,674	$ 31,122	$ 124,996

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, 2024	For the Nine Months Ended September 30, 2023
Operating activities:		
Net income	$ 41,959	$ 131,211
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	11,743	12,022
Loss on asset disposals, abandonments and write-downs	101	285
Provision for expected credit losses	1,310	541
Deferred income taxes	10,740	(53,255)
Stock-based compensation expense	14,755	15,729
Amortization of deferred financing costs and interest rate caps	3,785	2,671
Accretion of debt discount	309	304
Loss on extinguishment of debt	—	2,224
Change in fair value of convertible note and equity investment	1,239	(773)
Changes in operating assets and liabilities:		
Accounts receivable	1,177	4,356
Inventories	(11,661)	(13,299)
Prepaid expenses and other current assets	(13,605)	(37,454)
Contract assets	(4,313)	2,822
Accounts payable	9,750	2,526
Accrued liabilities	12,956	(5,091)
Deferred revenue	844	(1,708)
Accrued interest	(316)	(9,565)
Other non-current assets and liabilities	(1,033)	(728)
Net cash provided by operating activities	79,740	52,818
Investing activities:		
Purchases of property and equipment	(9,254)	(14,006)
Acquisition of intangible assets—capitalized software	(9,640)	(4,711)
Proceeds from FCC Reimbursement Program for property, equipment and intangibles	1,215	3
Proceeds from interest rate caps	19,454	20,165
Redemptions of short-term investments	—	49,524
Purchases of short-term investments	—	(49,383)
Purchases of convertible note and equity investments	(5,000)	(5,000)
Net cash used in investing activities	(3,225)	(3,408)
Financing activities:		
Payments on term loan	(5,438)	(105,438)
Repurchases of common stock	(30,763)	—
Payments on financing leases	(8)	(117)
Stock-based compensation activity	(2,693)	(8,326)
Net cash used in financing activities	(38,902)	(113,881)
Effect of exchange rate changes on cash	29	78
Increase (decrease) in cash, cash equivalents and restricted cash	37,642	(64,393)
Cash, cash equivalents and restricted cash at beginning of period	139,366	150,880
Cash, cash equivalents and restricted cash at end of period	$ 177,008	$ 86,487
Cash, cash equivalents and restricted cash at end of period	$ 177,008	$ 86,487
Less: non-current restricted cash	330	330
Cash and cash equivalents at end of period	$ 176,678	$ 86,157
Supplemental cash flow information:		
Cash paid for interest	$ 42,893	$ 53,911
Cash paid for taxes	2,264	429
Non-cash investing activities:		
Purchases of property and equipment in current liabilities	$ 5,658	$ 5,425

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, 2024

	Common Stock		Additional	Accumulated Other		Treasury Stock		
	Shares	Par Value	Paid-In Capital	Comprehensive Income	Accumulated Deficit	Shares	Amount	Total
Balance at June 30, 2024	126,882,774	$ 14	$ 1,409,060	$ 11,991	$ (1,182,562)	11,793,865	$ (186,492)	$ 52,011
Net income	—	—	—	—	10,630	—	—	10,630
Currency translation adjustments, net of tax	—	—	—	131	—	—	—	131
Fair value adjustments of cash flow hedges, net of tax	—	—	—	(7,163)	—	—	—	(7,163)
Stock-based compensation expense	—	—	5,030	—	—	—	—	5,030
Issuance of common stock upon exercise of stock options	109,382	—	298	—	—	—	—	298
Issuance of common stock upon vesting of restricted stock units	163,092	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(546)	—	—	—	—	(546)
Repurchase of common stock	(1,014,598)	—	—	—	—	1,014,598	(7,667)	(7,667)
Balance at September 30, 2024	126,140,650	$ 14	$ 1,413,842	$ 4,959	$ (1,171,932)	12,808,463	$ (194,159)	$ 52,724

For the Three Months Ended September 30, 2023

	Common Stock		Additional	Accumulated Other		Treasury Stock		
	Shares	Par Value	Paid-In Capital	Comprehensive Income	Accumulated Deficit	Shares	Amount	Total
Balance at June 30, 2023	128,696,883	$ 14	$ 1,391,692	$ 25,152	$ (1,249,271)	8,690,549	$ (158,375)	$ 9,212
Net income	—	—	—	—	20,913	—	—	20,913
Currency translation adjustments, net of tax	—	—	—	(136)	—	—	—	(136)
Fair value adjustments of cash flow hedges, net of tax	—	—	—	(1,103)	—	—	—	(1,103)
Stock-based compensation expense	—	—	5,235	—	—	—	—	5,235
Issuance of common stock upon exercise of stock options	25,370	—	62	—	—	—	—	62
Issuance of common stock upon vesting of restricted stock units	117,563	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(641)	—	—	—	—	(641)
Balance at September 30, 2023	128,839,816	$ 14	$ 1,396,348	$ 23,913	$ (1,228,358)	8,690,549	$ (158,375)	$ 33,542

For the Nine Months Ended September 30, 2024

	Common Stock		Additional	Accumulated Other		Treasury Stock		
	Shares	Par Value	Paid-In Capital	Comprehensive Income	Accumulated Deficit	Shares	Amount	Total
Balance at January 1, 2024	128,462,343	$ 14	$ 1,402,003	$ 15,796	$ (1,213,891)	9,169,941	$ (163,197)	$ 40,725
Net income	—	—	—	—	41,959	—	—	41,959
Currency translation adjustments, net of tax	—	—	—	(126)	—	—	—	(126)
Fair value adjustments of cash flow hedges, net of tax	—	—	—	(10,711)	—	—	—	(10,711)
Stock-based compensation expense	—	—	14,755	—	—	—	—	14,755
Issuance of common stock upon exercise of stock options	221,854	—	592	—	—	—	—	592
Issuance of common stock upon vesting of restricted stock units	1,094,975	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(3,508)	—	—	—	—	(3,508)
Repurchase of common stock	(3,638,522)	—	—	—	—	3,638,522	(30,962)	(30,962)
Balance at September 30, 2024	126,140,650	$ 14	$ 1,413,842	$ 4,959	$ (1,171,932)	12,808,463	$ (194,159)	$ 52,724

	For the Nine Months Ended September 30,2023								
	Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Accumulated	Treasury Stock		
	Shares	Par Value	Capital	Income	Deficit	Shares	Amount	Total
Balance at January 1, 2023	127,840,813	$ 14	$ 1,385,933	$ 30,128	$ (1,359,569)	8,690,549	$ (158,375)	(101,869)
Net income	—	—	—	—	131,211	—	—	131,211
Currency translation adjustments, net of tax	—	—	—	123	—	—	—	123
Fair value adjustments of cash flow hedges, net of tax	—	—	—	(6,338)	—	—	—	(6,338)
Stock-based compensation expense	—	—	15,729	—	—	—	—	15,729
Issuance of common stock upon exercise of stock options	140,141	—	361	—	—	—	—	361
Issuance of common stock upon vesting of restricted stock units	829,605	—	—	—	—	—	—	—
Tax withholding related to vesting of restricted stock units	—	—	(6,080)	—	—	—	—	(6,080)
Issuance of common stock in connection with employee stock purchase plan	29,257	—	405	—	—	—	—	405
Balance at September 30, 2023	128,839,816	$ 14	$ 1,396,348	$ 23,913	$ (1,228,358)	8,690,549	$ (158,375)	$ 33,542

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 a leading provider of broadband connectivity services for the business aviation market. We have served this market for more than 25 years. Our mission is to enrich the lives of passengers and the efficiency of operators with the world's best business aviation in-flight connectivity and customer support. We have always sought to provide the best connectivity for the business aviation market regardless of technology, and we have a successful history of doing so. Until recently, we focused primarily on business aviation aircraft in North America, which comprise approximately 63% of the worldwide business aviation fleet, and we are the leading provider of in-flight connectivity in that market. Gogo started in analogue air-to-ground ("ATG") technology in the late 1990s, then, as analogue cellular backhaul disappeared, migrated to narrowband satellite connectivity in the early 2000s, then back to ATG with our digital broadband 3G and 4G networks beginning in 2010. We are currently developing our fourth ATG network – Gogo 5G – that we expect to commercially launch late in the second quarter of 2025. Simultaneous with the development of Gogo 5G, we are actively working with a subset of AVANCE customers and customers utilizing our legacy Gogo Biz ATG airborne system operating on our ground 3G and 4G networks to upgrade to an AVANCE system compatible with a new LTE network. We anticipate this subset of customers will see improved performance because of this network transition, which is expected to occur in early 2026. The cost for the transition to the new LTE network is partially being reimbursed through our participation in the Federal Communications Commission ("FCC") Secure and Trusted Communications Networks Reimbursement Program (the "FCC Reimbursement Program").

We also continue to provide narrowband satellite services to customers in North America and internationally through distribution agreements with satellite providers. In May 2022, in order to further serve our existing customers and expand our target market, we announced plans to expand our broadband offerings beyond ATG by launching the first global broadband service designed for all models of business aircraft ("Gogo Galileo"). The service will use electronically steered antennas ("ESAs"), specifically designed to address a broad range of business aviation aircraft, operating on a low earth orbit ("LEO") satellite network. The half duplex ("HDX") antenna is designed to fit on any size business aircraft and is targeted for commercial launch in the fourth quarter of 2024. The full duplex ("FDX") antenna is designed for larger aircraft and is targeted for commercial launch in the second quarter of 2025. We believe that Gogo Galileo, in combination with, or as an alternative to, our ATG systems will allow us to increase our penetration of the North American market and provide an upgrade path for our existing ATG customer base. In addition, we believe that Gogo Galileo will allow us to penetrate the business aviation market outside of North America, where only approximately 6% of business aviation aircraft are installed with in-flight connectivity systems.

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, 2023 as filed with the Securities and Exchange Commission (the "SEC") on February 28, 2024 (the "2023 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, 2024 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2024.

We had one class of common stock outstanding as of September 30, 2024 and December 31, 2023.

Acquisition of Satcom Direct – On September 29, 2024, Gogo Direct Holdings LLC, a Delaware limited liability company ("Gogo Direct") and indirect wholly owned subsidiary of the Company, entered into a Purchase Agreement (the "Purchase Agreement" and the transactions contemplated by the Purchase Agreement, the "Transactions"), by and among Satcom Direct Holdings, Inc., a Delaware corporation ("SD Seller"), SDHC Holdings, Inc., a Delaware corporation ("SDHC Seller"), Satcom Direct Government Holdings, Inc., a Delaware corporation ("Satcom Government Seller"), ndtHost Holdings, Inc., a Delaware corporation ("ndtHost Seller" and, together with SD Seller, SDHC Seller and Satcom Government Seller, each a "Seller" and collectively, "Sellers"), Satcom Direct, Inc., a Florida corporation ("Satcom Direct"), Satcom Direct Holding Company, LLC, a Florida limited liability company ("SDHC"), Satcom Direct Government, Inc., a Florida corporation ("Satcom Government"), ndtHost, LLC, a Florida limited liability company ("ndtHost" and, together with Satcom Direct, SDHC, and Satcom Government, each a "Parent Company" and collectively, the "Parent Companies"), solely for purposes of Section 8.8 and Section 8.9 of the Purchase Agreement, James W. Jensen, in his individual capacity, and solely for purposes of Section 2.5 and Section 13.20, the Company. Pursuant to the Purchase Agreement, on the terms and subject to the conditions set forth therein, Gogo Direct will, among other matters, purchase from Sellers all of the issued and outstanding equity interests of the Parent Companies (collectively, the "Purchased Equity"), in exchange for the consideration contemplated thereby.

Founded in 1997, the Parent Companies are primarily engaged in providing business, military and government in-flight connectivity services as a reseller of satellite services. The Parent Companies operate worldwide with an international sales and service team based in nine countries. The Parent Companies sell services and equipment globally through their international sales force to OEMs, governments, military, and private fleet companies among others. The Parent Companies manage a network operating center and maintain their own data center in Melbourne, Florida with licensed data sites strategically placed around the world. The acquisition will create the only in-flight connectivity provider able to satisfy the performance and cost needs of every segment of the global business aviation and military/government mobility markets.

Subject to the terms and conditions set forth in the Purchase Agreement, at the closing of the transaction (the "Closing"), Gogo Direct will acquire the Purchased Equity in exchange for: (i) an aggregate cash purchase amount of $375,000,000, subject to customary purchase price adjustments; (ii) the issuance at Closing of 5,000,000 restricted shares of common stock of the Company to SD Seller (the "Closing Date Stock Consideration"); and (iii) up to an additional $225,000,000 in payments of cash and common stock of the Company tied to realizing certain financial performance milestones over the next four years.

The Purchase Agreement contains customary representations, warranties and covenants, as well as indemnification provisions subject to specified limitations. Among other things, Sellers and Parent Companies have agreed, subject to certain exceptions, to, and to cause each of its subsidiaries to, conduct its business in the ordinary course, consistent with past practice, from the date of the Purchase Agreement until the Closing, and not to take certain actions prior to the closing of the transaction without the prior written consent of Gogo Direct. Sellers and the Parent Companies have made certain additional customary covenants, including, among others and subject to certain exceptions, not to solicit proposals relating to acquisition proposals and not to participate in discussions concerning, or furnish information in connection with, acquisition proposals.

In addition, subject to the terms of the Purchase Agreement, Gogo Direct, Sellers and Parent Companies are required to use reasonable best efforts to obtain all required regulatory approvals, including, among others, certain regulatory approvals with the Federal Trade Commission, Antitrust Division of the United States Department of Justice, Federal Communications Commission and certain international governmental authorities.

The transaction is expected to close in the fourth quarter of 2024 and is subject to customary closing conditions, including, among others, (i) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (ii) the absence of legal restraints preventing the consummation of the transaction, (iii) the obtaining of the Communications Authorizations (as defined the Purchase Agreement), (iv) the accuracy of the representations and warranties contained in the Purchase Agreement (subject to certain qualifications), (v) the performance by the parties of their respective obligations under the Purchase Agreement in all material respects and (vi) with respect to the obligations of Gogo Direct to consummate the Transactions, the absence of a Material Adverse Effect (as defined in the Purchase Agreement). Gogo Direct's obligation to consummate the transaction is not subject to any condition related to the availability of financing. In connection with the entry into the Purchase Agreement, the Company and Gogo Intermediate Holdings LLC ("Intermediate") have entered into a debt commitment letter that provides for a $250 million term loan to fund a portion of the cash purchase price.

The Purchase Agreement contains certain customary termination rights for Gogo Direct and Sellers, including the right to terminate the Purchase Agreement if the transaction has not been consummated before March 28, 2025. In addition to the remedy of specific performance, the Purchase Agreement also provides that, upon termination of the Purchase Agreement under certain specified circumstances Sellers and the Parent Companies may elect, by notifying the Company, either that (i) the Company shall pay a termination fee of $20,000,000 to Sellers or (ii) Sellers shall pursue damages for willful and material breach of the Purchase Agreement against the Company with an aggregate monetary liability of the Company of no more than $75,000,000.

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 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. This guidance is effective retrospectively for fiscal years beginning after December 15, 2023 and interim periods after

December 15, 2024. Early adoption is permitted. As this guidance only impacts disclosures, we do not expect the adoption to have a material impact on our consolidated financial statements.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvement to Income Tax Disclosures* to enhance the transparency and decision usefulness of income tax disclosures, most notably in the tax rate reconciliation and income taxes paid. This guidance is effective for annual periods beginning after December 15, 2024. Early adoption is permitted and the amendments should be applied on a prospective basis, with retrospective application permitted. As this guidance only impacts disclosures, we do not expect the adoption to have a material impact on our consolidated financial statements.

2. Earnings Per Share

Basic and diluted earnings per share have been calculated using the weighted average number of common shares outstanding for the period. Diluted earnings per share was computed using the treasury stock method for stock-based compensation.

The diluted earnings per share calculations exclude the effect of stock options, deferred stock units and restricted stock units when the computation is anti-dilutive. For the three- and nine-month periods ended September 30, 2024, the weighted average number of shares excluded from the computation was 2.2 million and 2.4 million, respectively. For the three- and nine-month periods ended September 30, 2023, the weighted average shares excluded from the computation was 2.0 million and 1.5 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, 2024 and 2023 (*in thousands, except per share amounts*):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
Basic	**2024**	**2023**	**2024**	**2023**
Net income	$ 10,630	$ 20,913	$ 41,959	$ 131,211
Weighted average shares outstanding	127,918	129,951	128,513	129,632
Earnings per share - basic	$ 0.08	$ 0.16	$ 0.33	$ 1.01

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
Diluted	**2024**	**2023**	**2024**	**2023**
Net income	$ 10,630	$ 20,913	$ 41,959	$ 131,211
Average shares				
Weighted average shares outstanding	127,918	129,951	128,513	129,632
Effect of dilutive securities - stock-based compensation	2,471	3,369	3,025	3,750
Total weighted average diluted shares outstanding	130,389	133,320	131,538	133,382
Earnings per share - diluted	$ 0.08	$ 0.16	$ 0.32	$ 0.98

3. Revenue Recognition

Remaining performance obligations

As of September 30, 2024, the aggregate amount of the transaction price in our contracts allocated to the remaining unsatisfied performance obligations ("RPO") was approximately $273 million and excludes consideration from contracts that have an original duration of one year or less. Approximately $262 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 21% of our connectivity and entertainment service RPO within the next year, approximately 44% in one to five years and the remaining 35% in five to ten years. The remaining $11 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,	
	2024	2023	2024	2023
Service revenue				
Connectivity	$ 80,537	$ 78,246	$ 241,508	$ 233,291
Entertainment and other	1,320	1,300	3,951	3,816
Total service revenue	$ 81,857	$ 79,546	$ 245,459	$ 237,107
Equipment revenue				
ATG	$ 16,001	$ 14,782	$ 52,544	$ 50,665
Narrowband satellite	1,807	1,564	5,729	6,373
Other	864	2,057	3,178	5,622
Total equipment revenue	$ 18,672	$ 18,403	$ 61,451	$ 62,660
Customer type				
Aircraft owner/operator/service provider	$ 81,857	$ 79,546	$ 245,459	$ 237,107
OEM and aftermarket dealer	18,672	18,403	61,451	62,660
Total revenue	$ 100,529	$ 97,949	$ 306,910	$ 299,767

Contract balances

Our current and non-current contract asset balances totaled $20.7 million and $16.6 million as of September 30, 2024 and December 31, 2023, respectively. Contract assets represent the aggregate amount of revenue recognized in excess of billings and recoverable contract costs primarily for certain sales programs.

Our current and non-current deferred revenue balances totaled $1.9 million and $1.0 million as of September 30, 2024 and December 31, 2023, respectively. Deferred revenue includes, among other things, prepayments for equipment and subscription connectivity products.

4. Government Assistance

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 a shortfall in the amount appropriated by Congress to fund the FCC Reimbursement Program, approximately $132 million of the approved amount is currently allocated to the Company under the program. If Congress appropriates additional funds for this purpose, the allocations of the Company and other approved applicants will be increased *pro rata*. Program participants are subject to a number of conditions and requirements under the FCC's rules including a requirement that they submit their first reimbursement request by July 17, 2023 and certify that they have developed a plan to permanently remove, replace and dispose of covered equipment or services within one year following the first reimbursement request. The rules permit participants to petition the FCC for one or more six-month extensions of the completion deadline. The Company, with the assistance of an advisor engaged to help administer the program, submitted and received its first reimbursement claim in July 2023. The Company's original one year term to complete the program was set for July 21, 2024. On March 29, 2024 the Company was granted its first six-month extension by the FCC extending the program completion deadline to January 21, 2025. Based on discussions with our vendors supporting the program regarding lead times for network equipment, we plan to petition the FCC for multiple extensions, as outlined in our application for the FCC Reimbursement Program.

As of September 30, 2024 and December 31, 2023, we have recorded a $12.9 million and $18.3 million receivable from the FCC, respectively, which is included in Prepaid expenses and other current assets in our Unaudited Condensed Consolidated Balance Sheets.

The following are the deductions to the carrying value of asset balances in our Unaudited Condensed Consolidated Balance Sheets as of September 30, 2024 and December 31, 2023 *(in thousands):*

	As of September 30, 2024	As of December 31, 2023
Assets:		
Inventories	$ (5,220)	$ (4,970)
Prepaids expenses and other current assets	(3,050)	(1,542)
Property and equipment, net	(5,470)	(2,094)
Intangible assets, net	(297)	(58)
Other non-current assets	(10,010)	(5,542)

The following are the increases to Net income in our Unaudited Condensed Consolidated Statements of Operations for the three- and nine-month periods ended September 30, 2024 *(in thousands)*:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2024	2023	2024	2023
Revenue:				
Service revenue	$ 796	$ 380	$ 2,239	$ 380
Operating expenses:				
Cost of service revenue	100	694	610	697
Cost of equipment revenue	3,647	2,752	10,415	2,752
General and administrative	50	153	231	185

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, 2024 and December 31, 2023 were as follows (*in thousands*):

	September 30, 2024	December 31, 2023
Work-in-process component parts	$ 38,969	$ 34,692
Finished goods	35,879	28,495
Total inventory[(1)]	$ 74,848	$ 63,187

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

Prepaid expenses and other current assets as of September 30, 2024 and December 31, 2023 were as follows (*in thousands*):

	September 30, 2024	December 31, 2023
Interest rate caps and receivable	$ 11,626	$ 23,227
FCC reimbursement receivable[(1)]	12,930	18,274
Contract assets[(1)]	6,016	6,939
Prepaid inventories	3,296	2,606
Other	16,145	13,092
Total prepaid expenses and other current assets	$ 50,013	$ 64,138

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

Property and equipment as of September 30, 2024 and December 31, 2023 were as follows (*in thousands*):

	September 30, 2024	December 31, 2023
Office equipment, furniture, fixtures and other	$ 20,446	$ 19,153
Leasehold improvements	16,174	16,132
Network equipment[(1)]	188,978	184,176
	225,598	219,461
Accumulated depreciation	(131,768)	(121,332)
Total property and equipment, net	$ 93,830	$ 98,129

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

Other non-current assets as of September 30, 2024 and December 31, 2023 were as follows (*in thousands*):

	September 30, 2024	December 31, 2023
Interest rate caps	$ 3,824	$ 10,295
Contract assets, net of allowances of $720 and $591, respectively[(1)]	14,730	9,625
Revolving credit facility deferred financing costs	686	1,011
Other	4,989	5,048
Total other non-current assets	$ 24,229	$ 25,979

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

Accrued liabilities as of September 30, 2024 and December 31, 2023 were as follows (*in thousands*):

	September 30, 2024	December 31, 2023
Operating leases	$ 11,176	$ 10,284
Employee compensation and benefits	12,419	10,386
Customer credit reserve	10,126	6,027
Network equipment	4,513	4,533
Warranty reserve	3,340	3,420
Gogo Galileo development costs	7,646	2,432
Taxes	2,957	2,170
Accrued interest	153	469
Other	9,146	7,928
Total accrued liabilities	$ 61,476	$ 47,649

6. Research and Development Costs

Expenditures for research and development are charged to expense as incurred and totaled $9.8 million and $29.3 million, respectively, during the three- and nine-month periods ended September 30, 2024 and $9.2 million and $26.3 million, respectively, for 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. Intangible Assets

Our intangible assets are comprised of both indefinite-lived and finite-lived intangible assets. Intangible assets with indefinite lives are not amortized; rather, they 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 2023 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.

As of both September 30, 2024 and December 31, 2023, our goodwill balance was $0.6 million.

Our intangible assets, other than goodwill, as of September 30, 2024 and December 31, 2023 were as follows (*in thousands, except for weighted average remaining useful life*):

		As of September 30, 2024			As of December 31, 2023		
	Weighted Average Remaining Useful Life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortized intangible assets[1]:							
Software	7.4	$76,798	$(46,435)	$30,363	$68,155	$(45,910)	$22,245
Other intangible assets	9.1	1,622	—	1,622	499	—	499
Service customer relationships		8,081	(8,081)	—	8,081	(8,081)	—
OEM and dealer relationships		6,724	(6,724)	—	6,724	(6,724)	—
Total amortized intangible assets		93,225	(61,240)	31,985	83,459	(60,715)	22,744
Unamortized intangible assets:							
FCC Licenses		32,283	—	32,283	32,283	—	32,283
Total intangible assets		$125,508	$(61,240)	$64,268	$115,742	$(60,715)	$55,027

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

Amortization expense was $0.2 million and $0.6 million, respectively, for the three- and nine-month periods ended September 30, 2024 and $0.5 million and $1.7 million, respectively, for the prior-year periods.

Amortization expense for the remainder of 2024, each of the next four years and thereafter is estimated to be as follows (*in thousands*):

Years ending December 31,	Amortization Expense
2024 (period from October 1 to December 31)	$221
2025	$2,952
2026	$4,581
2027	$4,437
2028	$4,263
Thereafter	$15,531

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, 2024 and December 31, 2023 was as follows (*in thousands*):

	September 30, 2024	December 31, 2023
Term Loan Facility	$ 599,668	$ 604,797
Less: deferred financing costs	(8,554)	(10,046)
Less: current portion of long-term debt	(7,250)	(7,250)
Total long-term debt	$ 583,864	$ 587,501

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 "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 "Revolving Facility" and together with the Term Loan Facility, the "Facilities") of up to $100.0 million, which includes a letter of credit sub-facility.

The Term Loan Facility amortizes in nominal 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 Term Loan Facility on April 30, 2028. There are no amortization payments under the Revolving Facility, and all borrowings under the Revolving Facility mature on April 30, 2026.

The 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 recommended by the Alternative Reference Rates Committee of 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%.

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 3.25% to 3.75% per annum depending on GIH's senior secured first lien net leverage ratio and a credit spread adjustment recommended by the Alternative Reference Rates Committee of 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 ranging from 2.25% to 2.75% 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, 2024, the fee for unused commitments under the Revolving Facility was 0.25% and the applicable margin was 3.25%.

The 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 Term Loan Facility. As a result, we wrote off $2.2 million of the deferred financing costs and unaccreted debt discount, 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, 2023.

Subject to certain exceptions and de minimis thresholds, the 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, subject to reduction to 50% and 0% if specified senior secured first lien net leverage ratio targets are met;
- 100% of the net cash proceeds of certain debt offerings; and
- 50% of annual excess cash flow (as defined in the 2021 Credit Agreement), subject to reduction to 25% and 0% if specified senior secured first lien net leverage ratio targets are met.

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 Facilities; and amendment of organizational documents; in each case subject to customary exceptions.

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 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, 2024 and December 31, 2023.

As of September 30, 2024 and December 31, 2023, the outstanding principal amount of the Term Loan Facility was $601.4 million and $606.9 million, respectively, the unaccreted debt discount was $1.8 million and $2.1 million, respectively, and the net carrying amount was $599.7 million and $604.8 million, respectively.

We paid approximately $19.7 million of loan origination and financing costs related to the 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 Facilities. Total amortization expense was $0.6 million and $1.8 million, respectively, for the three- and nine-month periods ended September 30, 2024 and $0.5 million and $1.8 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, 2024 and December 31, 2023, the balance of unamortized deferred financing costs related to the Facilities was $9.2 million and $11.1 million, respectively.

On April 30, 2021, Gogo, GIH, and each direct and indirect wholly-owned U.S. restricted subsidiary of GIH (Gogo and such subsidiaries collectively, the “Guarantors”) entered into a guarantee agreement (the “Guarantee Agreement”) in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the “Collateral Agent”), whereby GIH and the Guarantors guarantee the obligations under the Facilities and certain other secured obligations as set forth in the Guarantee Agreement, and GIH and the Guarantors entered into a collateral agreement (the “Collateral Agreement”), in favor of the 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 Facilities and certain other secured obligations as set forth in the Collateral Agreement.

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 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 Rate 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, 2024. For the three-month period ended September 30, 2023, approximately $0.2 million in net unrealized losses from our cash flow hedges were considered to be ineffective and reclassified from other comprehensive income (loss) to earnings. The unrealized loss was offset with an unrealized gain from the previous quarter for a net zero impact for nine-month period ended September 30, 2023. The ineffective portion was the result of a voluntary partial de-designation of the hedge relationship related to a prepayment of our existing variable-rate debt discussed in Note 8, "Long-Term Debt and Other Liabilities." We estimate that approximately $2.3 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, 2024, we recorded a decrease in fair value on the interest rate caps of $7.7 million, net of tax of $2.4 million, and for the nine-month period ended September 30, 2024, we recorded a decrease in fair value on the interest rate caps of $12.7 million, net of tax of $3.5 million. For the three-month period ended September 30, 2023, we recorded a decrease in fair value on the interest rate caps of $1.7 million, net of tax of $0.4 million and for the nine-month period ended September 30, 2023, we recorded a decrease in fair value on the interest rate caps of $7.2 million, net of tax of $2.1 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, 2024**	**December 31, 2023**
Current portion of interest rate caps	Prepaid expenses and other current assets	$ 9,056	$ 18,801
Non-current portion of interest rate caps	Other non-current assets	$ 3,824	$ 10,295

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, 2024 and 2023 *(in thousands)*:

	For the Three Months Ended September 30,		**For the Nine Months Ended September 30,**	
	2024	**2023**	**2024**	**2023**
Interest costs charged to expense	$ 13,098	$ 13,545	$ 39,698	$ 42,254
Amortization of deferred financing costs	621	519	1,818	1,794
Amortization of the purchase price of interest rate caps	575	465	1,967	877
Interest rate cap benefit	(4,730)	(6,589)	(17,599)	(20,422)
Accretion of debt discount	106	85	309	304
Interest expense	9,670	8,025	26,193	24,807
Interest costs capitalized to property and equipment	740	555	1,948	1,557
Interest costs capitalized to software	396	213	940	544
Total interest costs	$ 10,806	$ 8,793	$ 29,081	$ 26,908

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.

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. We have elected to measure our Investment in Convertible Note 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 fair value of the Investment in Convertible Note is measured using Level 3 (unobservable) inputs. The Company, with the assistance of a third-party valuation specialist, determined the fair value using a binomial lattice model. The significant assumptions used in the model include the yield, equity volatility, outstanding principal, remaining term, stated interest rate, risk-free interest rate and the current publicly available stock price. The yield is estimated using similar security yields for companies with similar credit ratings. Equity volatility is estimated based on observed equity volatility for similar companies. The outstanding principal, remaining term and stated interest rate are all determined based on contractually defined terms and the risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of measurement for time periods approximately equal to the remaining time to maturity.

The reconciliation of beginning and ending balances of the Investment in Convertible Note as of September 30, 2024 were as follows *(in thousands)*:

	For the Three Months Ended September 30, 2024	For the Nine Months Ended September 30, 2024
Balance at beginning of period	$ 3,438	$ —
Investment	—	5,000
Change in fair value	323	(1,239)
Balance at end of period	$ 3,761	$ 3,761

Long-Term Debt:

As of September 30, 2024 and December 31, 2023, our only financial asset and liability disclosed but not measured at fair value is the Term Loan Facility, which is reflected on the Unaudited Condensed Consolidated Balance Sheets at cost. The fair value measurement is classified as Level 2 within the fair value hierarchy since it is based on quoted market prices of our instrument in markets that are not active. We estimated the fair value of the Term Loan Facility by calculating the upfront cash payment a market participant would require to assume this obligation. The upfront cash payment used in the calculation of fair value on our September 30, 2024 Unaudited Condensed Consolidated Balance Sheets, excluding any issuance costs, is the amount 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 Term Loan Facility.

The fair value and carrying value of long-term debt as of September 30, 2024 and December 31, 2023 were as follows *(in thousands)*:

	September 30, 2024		December 31, 2023	
	Fair Value (1)	**Carrying Value**	**Fair Value (1)**	**Carrying Value**
Term Loan Facility	$ 568,000	$ 599,668 (2)	$ 610,000	$ 604,797 (2)

(1) Fair value amounts are rounded to the nearest million.
(2) Carrying value of the Term Loan Facility reflects the unaccreted debt discount of $1.8 million and $2.1 million as of September 30, 2024 and December 31, 2023, respectively. See Note 8, "Long-Term Debt and Other Liabilities," for further information.

Equity Investment:

During the three-month period ended September 30, 2023, we purchased an equity investment in a publicly traded company for $5.0 million. The equity investment is included in Other non-current assets on the Unaudited Condensed Consolidated Balance Sheets and is recorded at fair value. The equity investment is classified as a Level 1 within the fair value hierarchy based on the quoted stock price on the New York Stock Exchange American Exchange, an active market. For the three- and nine-month periods ended September 30, 2023, we recorded an unrealized holding gain in the equity investment of $0.8 million which is included in Other (income) expense, net in our Unaudited Condensed Consolidated Statements of Operations. This equity investment was sold in the fourth quarter of 2023.

12. Stock-Based Compensation and 401(k) Plan

Stock-Based Compensation — As of September 30, 2024, we maintained the 2024 Omnibus Equity Incentive Plan (the "2024 Plan"), which replaced the Second Amended and Restated 2016 Omnibus Incentive Plan (the "2016 Plan"). The 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. Concurrent with the effectiveness of the 2024 Plan on June 4, 2024, no further grants are being made under the 2016 Plan. The 2016 Plan remains in effect for all awards outstanding thereunder on or after June 4, 2024. See Note 12, "Stock-Based Compensation and 401(k) Plan," in our 2023 10-K for further information regarding the 2016 Plan. The majority of our equity grants are awarded on an annual basis.

For the nine-month period ended September 30, 2024, no options to purchase shares of common stock were granted, options to purchase 221,854 shares of common stock were exercised, no options to purchase shares of common stock were forfeited and 44,614 options to purchase shares of common stock expired.

For the nine-month period ended September 30, 2024, 1,964,385 RSUs were granted, 1,342,875 RSUs vested and 280,718 RSUs were forfeited. The fair value of the RSUs granted during the nine-month period ended September 30, 2024 was approximately $16.6 million, which will generally be recognized over a period of four years.

For the nine-month period ended September 30, 2024, 159,881 deferred stock units were granted, 65,669 vested and 169,683 were settled. The fair value of the deferred stock units granted during the nine-month period ended September 30, 2024 was approximately $1.3 million, approximately one-third of which was recognized immediately and the remainder of which will be recognized over a period of one year.

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,	
	2024	**2023**	**2024**	**2023**
Cost of service revenue	$ 457	$ 448	$ 1,487	$ 1,229
Cost of equipment revenue	388	349	1,199	987
Engineering, design and development	1,071	903	3,137	2,565
Sales and marketing	1,054	940	3,229	2,661
General and administrative	2,060	2,595	5,703	8,287
Total stock-based compensation expense	$ 5,030	$ 5,235	$ 14,755	$ 15,729

401(k) Plan — Under our 401(k) plan, all employees who are eligible to participate are entitled to make tax-deferred contributions, subject to Internal Revenue Service limitations. We match 100% of the employee's first 4% of contributions made, subject to annual limitations. Our matching contributions were $0.6 million and $1.8 million, respectively, during the three- and nine-month periods ended September 30, 2024, and $0.5 million and $1.6 million, respectively, for the prior-year periods.

13. Income Tax

The effective income tax rates for the three- and nine-month periods ended September 30, 2024 were 12.5% and 23.1%, respectively, compared to 24.3% and (67.1)%, respectively, for the prior-year periods. For the three-month period ended September 30, 2024, our effective income tax rate was lower than the U.S. federal statutory rate of 21% primarily due to deferred tax adjustments and tax benefits related to domestic research and development tax credits, partially offset by state income taxes. For the nine-month period ended September 30, 2024, our effective income tax rate was higher than the U.S. federal statutory rate of 21% primarily due to state income taxes and stock-based compensation partially offset by tax benefits related to domestic research and development tax credits and deferred tax adjustments. For the three-month period ended September 30, 2023, our effective income tax rate was higher than the U.S. federal statutory rate of 21% due to state income taxes. For the nine-month period ended September 30, 2023, our effective income tax rate was lower than the U.S. federal statutory rate of 21% due to a partial release of the valuation allowance on our deferred income tax assets, partially offset by state income taxes.

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 certain state credits, foreign net operating losses and capital loss carryforwards as it is more likely than not as of September 30, 2024 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 and many states, Brazil, Canada, Mexico and the United Kingdom. With few exceptions, as of September 30, 2024 we are no longer subject to U.S. federal, state, local or foreign examinations by tax authorities for years before 2020.

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, 2024 and 2023. As of September 30, 2024 and December 31, 2023, we did not have a liability recorded for interest or potential penalties.

14. Leases

Operating and Financing Leases — We determine whether a contract contains a lease at contract inception. Lease liabilities are calculated using a discount rate based on our incremental borrowing rate at lease commencement. We have operating lease agreements primarily related to cell sites and office space. Certain cell site and office space leases have renewal option terms that have been deemed reasonably certain to be exercised. These renewal options extend a lease by up to 15 years. We recognize operating lease expense on a straight-line basis over the lease term. As of September 30, 2024, 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,	
	2024	2023	2024	2023
Operating lease cost	$ 4,202	$ 3,998	$ 12,393	$ 11,908
Financing lease cost:				
Amortization of leased assets	14	22	42	100
Interest on lease liabilities	3	—	10	8
Total lease cost	$ 4,219	$ 4,020	$ 12,445	$ 12,016

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

	For the Nine Months Ended September 30, 2024	2023
Supplemental cash flow information		
Cash paid for amounts included in measurement of lease liabilities:		
Operating cash flows used in operating leases	$ 12,864	$ 12,203
Operating cash flows used in financing leases	$ 10	$ 8
Financing cash flows used in financing leases	$ 8	$ 117
Non-cash items:		
Operating leases obtained	$ 5,021	$ 3,713
Financing leases obtained	$ 170	$ —
Weighted average remaining lease term		
Operating leases	6 years	7 years
Financing leases	2 years	1 year
Weighted average discount rate		
Operating leases	6.9 %	6.8 %
Financing leases	9.0 %	12.9 %

Annual future minimum lease payments as of September 30, 2024 *(in thousands)*:

Years ending December 31,	Operating Leases	Financing Leases
2024 (period from October 1 to December 31)	$ 3,013	$ 46
2025	17,383	62
2026	16,948	60
2027	15,262	15
2028	13,364	—
Thereafter	31,463	—
Total future minimum lease payments	97,433	183
Less: Amount representing interest	(18,252)	(15)
Present value of net minimum lease payments	$ 79,181	$ 168
Reported as of September 30, 2024		
Accrued liabilities	$ 11,176	$ 84
Non-current operating lease liabilities	68,005	—
Other non-current liabilities	—	84
Total lease liabilities	$ 79,181	$ 168

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.

On September 18, 2024, we entered into an amendment (the “Amendment”) to that certain OneWeb Distribution Partner Agreement by and between Gogo Business Aviation LLC and Network Access Associates Limited (“Eutelsat OneWeb”), dated as of May 19, 2022 and as previously amended on October 5, 2022 (the “Original Agreement”). Pursuant to the Original Agreement, Gogo partners with Eutelsat OneWeb to utilize its global low earth orbit satellite network. Pursuant to the Amendment, Gogo has made a total guaranteed minimum commitment of $52.5 million over a four-year term, with an option to extend. Following the initial term, the Amendment will automatically renew for successive one-year periods unless one party provides written notice of its intent not to renew, and either party may terminate the Amendment for breach or for insolvency rights. The Amendment also contains customary terms regarding confidentiality, indemnification and limitation of liability.

On May 17, 2024, Airspan Networks Holdings Inc. (“Airspan”) filed a plan supplement to its Joint Prepackaged Chapter 11 Plan of Reorganization, Case No. 24-10621 (the “Plan”), whereby the Company and Fortress Credit Corp. (“Fortress”) agreed in principle to each provide fifty percent (50%) of a new first lien revolving facility in an aggregate committed principal amount of $20.0 million (the “New Revolving Credit Facility”). Unless otherwise extended by the parties, any amounts outstanding under the New Revolving Credit Facility shall be due and payable in full on the first anniversary of the closing date of the New Revolving Credit

Facility. The Plan, including the Company's participation in the New Revolving Credit Facility, was approved by the Bankruptcy Court for the District of Delaware on June 28, 2024. On June 27, 2024, Airspan and the Company amended the Master Service Agreement, dated November 25, 2019. Further, on October 11, 2024, in connection with Airspan becoming a private company, the Company, Airspan and Fortress executed the necessary documents for the New Revolving Credit Facility to become active.

SmartSky Litigation – On February 28, 2022, SmartSky Networks, LLC 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 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 its answer and counterclaims in the same suit, alleging that three of the six patents asserted by SmartSky are unenforceable due to inequitable conduct before the U.S. Patent Office. A trial date has been scheduled for April 14, 2025. Claim construction proceedings, fact discovery and expert discovery are completed. Dispositive motions are expected to follow in advance of the trial date. We continue to vigorously defend our position in the infringement suit. The outcome of the underlying litigation is inherently uncertain. No amounts have been accrued for any potential losses under this matter, as we cannot reasonably predict the outcome of the litigation or any potential losses.

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. At this time, no schedule has been adopted for Gogo's counterclaims.

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.

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, 2024	$ (934)	$ 16,730	$ 15,796
Other comprehensive income (loss) before reclassifications	(126)	1,040	914
Less: income realized and reclassified to earnings	—	11,751	11,751
Net current period comprehensive income (loss)	(126)	(10,711)	(10,837)
Balance at September 30, 2024	$ (1,060)	$ 6,019	$ 4,959

	Currency Translation Adjustment	Change in Fair Value of Cash Flow Hedges	Total
Balance at January 1, 2023	$ (1,225)	$ 31,353	$ 30,128
Other comprehensive income (loss) before reclassifications	123	8,405	8,528
Less: income realized and reclassified to earnings	—	14,743	14,743
Net current period comprehensive income (loss)	123	(6,338)	(6,215)
Balance at September 30, 2023	$ (1,102)	$ 25,015	$ 23,913

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, 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 services;
- our reliance on our key OEMs and dealers for equipment sales;
- our ability to develop and deploy Gogo 5G, Gogo Galileo or other next generation technologies;
- the impact of competition;
- our ability to expand our business outside of the United States;
- the impact of pandemics or other outbreaks of contagious diseases, and the measures implemented to combat them;
- the impact of global supply chain and logistics issues and increasing inflation;
- our ability to evaluate and pursue strategic opportunities, including acquisitions, as well as integrate them into our business;
- our reliance on third parties for equipment components and services;
- our ability to recruit, train and retain highly skilled employees;
- the impact of adverse economic conditions;
- our ability to maintain our rights to use our licensed 3MHz of ATG spectrum in the United States and obtain rights to additional spectrum if needed;
- the impact of our use of open-source software;
- the impact of equipment failure or material defects or errors in our software;
- the impact of service interruptions or delays, technology failures, equipment damage or system disruptions or failures, including any arising from cyber-attacks;
- the impact of assertions by third parties of infringement, misappropriation or other violations;
- our ability to innovate and provide products and services;
- risks associated with participation in the Federal Communications Commission ("FCC") Reimbursement Program;
- our ability to comply with applicable foreign ownership limitations;
- our ability to comply with anti-bribery, anti-corruption and anti-money laundering laws;
- our possession and use of personal information;
- the extent of expenses, liabilities or business disruptions resulting from litigation;
- our ability to protect our intellectual property rights;
- the impact of global climate change and legal, regulatory or market responses to it;

- our substantial indebtedness, limitations and restrictions in the agreements governing our current and future indebtedness and our ability to service our indebtedness;
- fluctuations in our operating results;
- our ability to fully utilize portions of our deferred income tax assets; and
- other risks and factors listed under “Risk Factors” in the 2023 10-K, in Item 1A of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, as filed with the SEC on May 7, 2024 (the “2024 Q1 10-Q”), in Item 1A of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, as filed with the SEC on August 7, 2024 (the “2024 Q2 10-Q”), and in Item 1A of this Quarterly Report on Form 10-Q.

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 2023 10-K, in Item 1A of the 2024 Q1 10-Q, in Item 1A of the 2024 Q2 10-Q and in Item 1A and "Special Note Regarding Forward-Looking Statements" in this Quarterly Report on Form 10-Q. Our actual results may differ materially from those contained in or implied by any forward-looking statements.

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

Company Overview

Gogo is a leading provider of broadband connectivity services for the business aviation market. We have served this market for more than 25 years. Our mission is to enrich the lives of passengers and the efficiency of operators with the world's best business aviation in-flight connectivity and customer support. We have always sought to provide the best connectivity for the business aviation market regardless of technology, and we have a successful history of doing so. Until recently, we focused primarily on business aviation aircraft in North America, which comprise approximately 63% of the worldwide business aviation fleet, and we are the leading provider of in-flight connectivity in that market. Gogo started in analogue air-to-ground ("ATG") technology in the late 1990s, then, as analogue cellular backhaul disappeared, migrated to narrowband satellite connectivity in the early 2000s, then back to ATG with our digital broadband 3G and 4G networks beginning in 2010. We are currently developing our fourth ATG network – Gogo 5G – that we expect to commercially launch late in the second quarter of 2025. Simultaneous with the development of Gogo 5G, we are actively working with a subset of AVANCE customers and customers utilizing our legacy Gogo Biz ATG airborne system operating on our ground 3G and 4G networks to upgrade to an AVANCE system compatible with a new LTE network. We anticipate this subset of customers will see improved performance because of this network transition, which is expected to occur in early 2026. The cost for the transition to the new LTE network is partially being reimbursed through our participation in the Federal Communications Commission ("FCC") Secure and Trusted Communications Networks Reimbursement Program (the "FCC Reimbursement Program").

We also continue to provide narrowband satellite services to customers in North America and internationally through distribution agreements with satellite providers. In May 2022, in order to further serve our existing customers and expand our target market, we announced plans to expand our broadband offerings beyond ATG by launching the first global broadband service designed for all models of business aircraft ("Gogo Galileo"). The service will use electronically steered antennas ("ESAs"), specifically designed to address a broad range of business aviation aircraft, operating on a low earth orbit ("LEO") satellite network. The half duplex ("HDX") antenna is designed to fit on any size business aircraft and is targeted for commercial launch in the fourth quarter of 2024. The full duplex ("FDX") antenna is designed for larger aircraft and is targeted for commercial launch in the second quarter of 2025. We believe that Gogo Galileo, in combination with, or as an alternative to, our ATG systems will allow us to increase our penetration of the North American market and provide an upgrade path for our existing ATG customer base. In addition, we believe that Gogo Galileo will allow us to penetrate the business aviation market outside of North America, where only approximately 6% of business aviation aircraft are installed with in-flight connectivity systems.

Our chief operating decision maker evaluates performance and business results for our operations, and makes resource and operating decisions, on a consolidated basis. As we do not have multiple segments, we do not present segment information in this Quarterly Report on Form 10-Q.

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 aviation industry, 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:

- costs associated with the implementation of, and our ability to implement on a timely basis, our technology roadmap, including upgrades to and installation of the ATG technologies we currently offer, Gogo 5G, Gogo Galileo, LTE and any other next generation or other new technology or technology that we 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 and 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 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;
- 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;
- our ability to fully utilize portions of our deferred income tax assets;
- changes in laws, regulations and interpretations affecting 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, expand our service offerings and manage our network; and
- changes in laws, regulations and policies affecting our business or 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.

Key Business Metrics

Our management regularly reviews financial and operating metrics, including the following key operating 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,	
	2024	2023	2024	2023
Aircraft online (at period end)				
ATG AVANCE	4,379	3,784	4,379	3,784
Gogo Biz	2,637	3,366	2,637	3,366
Total ATG	7,016	7,150	7,016	7,150
Narrowband satellite	4,180	4,395	4,180	4,395
Average monthly connectivity service revenue per aircraft online				
ATG	$ 3,497	$ 3,373	$ 3,474	$ 3,378
Narrowband satellite	332	294	319	297
Units sold				
ATG	214	192	703	692
Narrowband satellite	39	40	132	132
Average equipment revenue per unit sold (in thousands)				
ATG	$ 75	$ 77	$ 75	$ 73
Narrowband satellite	46	39	43	48

- *ATG AVANCE aircraft online.* We define ATG AVANCE aircraft online as the total number of business aircraft equipped with our AVANCE L5 or L3 system for which we provide ATG services as of the last day of each period presented.
- *Gogo Biz aircraft online.* We define Gogo Biz aircraft online as the total number of business aircraft not equipped with our AVANCE L5 or L3 system for which we provide ATG services as of the last day of each period presented. This number excludes commercial aircraft operated by Intelsat's airline customers receiving ATG service.

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

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 2023 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 the valuation allowance related to our deferred income tax assets 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 2023 10-K.

Recent Accounting Pronouncements

See Note 1, “Basis of Presentation,” to our Unaudited Condensed Consolidated Financials Statements for additional information.

Results of Operations

The following table sets forth, for the periods presented, certain data from our Unaudited Condensed Consolidated Statements of Operations. The information contained in the table below should be read in conjunction with our Unaudited Condensed Consolidated Financial Statements and related notes.

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,	
	2024	2023	2024	2023
Revenue:				
Service revenue	$ 81,857	$ 79,546	$ 245,459	$ 237,107
Equipment revenue	18,672	18,403	61,451	62,660
Total revenue	100,529	97,949	306,910	299,767
Operating expenses:				
Cost of service revenue (exclusive of amounts shown below)	19,051	18,116	55,793	51,732
Cost of equipment revenue (exclusive of amounts shown below)	15,165	12,320	47,383	47,983
Engineering, design and development	9,759	9,154	29,279	26,259
Sales and marketing	8,551	7,015	25,870	21,748
General and administrative	24,917	13,336	61,416	40,734
Depreciation and amortization	4,015	4,692	11,743	12,022
Total operating expenses	81,458	64,633	231,484	200,478
Operating income	19,071	33,316	75,426	99,289
Other expense (income):				
Interest income	(2,419)	(1,622)	(6,587)	(5,509)
Interest expense	9,670	8,025	26,193	24,807
Loss on extinguishment of debt	—	—	—	2,224
Other expense (income), net	(332)	(728)	1,286	(733)
Total other expense	6,919	5,675	20,892	20,789
Income before income taxes	12,152	27,641	54,534	78,500
Income tax provision (benefit)	1,522	6,728	12,575	(52,711)
Net income	$ 10,630	$ 20,913	$ 41,959	$ 131,211

Three and Nine Months Ended September 30, 2024 and 2023

Revenue:

Revenue and percent change for the three- and nine-month periods ended September 30, 2024 and 2023 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
	2024	2023	2024 over 2023	2024	2023	2024 over 2023
Service revenue	$ 81,857	$ 79,546	2.9 %	$ 245,459	$ 237,107	3.5 %
Equipment revenue	18,672	18,403	1.5 %	61,451	62,660	(1.9)%
Total revenue	$ 100,529	$ 97,949	2.6 %	$ 306,910	$ 299,767	2.4 %

Total revenue increased to $100.5 million for the three-month period ended September 30, 2024 as compared with $97.9 million for the prior-year period, due to an increase in service revenue. Total revenue increased to $306.9 million for the nine-month period ended September 30, 2024 as compared with $299.8 million for the prior-year period due to an increase in service revenue, partially offset by a decrease in equipment revenue.

Service revenue increased to $81.9 million and $245.5 million, respectively, for the three- and nine-month periods ended September 30, 2024, as compared with $79.5 million and $237.1 million, respectively, for the prior-year periods, due to increases in ARPU.

Equipment revenue increased to $18.7 million for the three-month period ended September 30, 2024 as compared with $18.4 million for the prior-year period, due to an increase in the number of ATG units sold, with 214 units sold during the three-month period ended September 30, 2024 as compared with 192 units sold during the prior-year period. Equipment revenue decreased to $61.5 million for the nine-month period ended September 30, 2024 as compared with $62.7 million for the prior-year period due to a decrease in equipment repair revenue.

We expect service revenue to decline in the near term as a result of expected decline in ATG services sold to Intelsat for commercial aviation and increase in the future as additional aircraft come online after the launch of Gogo 5G and Gogo Galileo. We expect equipment revenue to increase in the future driven by growth in sales of ATG units including Gogo 5G, and Gogo Galileo units.

Cost of Revenue:

Cost of revenue and percent change for the three- and nine-month periods ended September 30, 2024 and 2023 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
	2024	2023	2024 over 2023	2024	2023	2024 over 2023
Cost of service revenue	$ 19,051	$ 18,116	5.2 %	$ 55,793	$ 51,732	7.9 %
Cost of equipment revenue	$ 15,165	$ 12,320	23.1 %	$ 47,383	$ 47,983	(1.3)%

Cost of service revenue increased 5% and 8% to $19.1 million and $55.8 million, respectively, for the three- and nine-month periods ended September 30, 2024, as compared with $18.1 million and $51.7 million, respectively, for the prior-year periods due to an increase in ATG network costs.

We expect cost of service revenue to increase over time, due to service revenue growth and increasing network costs, including those for Gogo 5G, Gogo Galileo, and our data center.

Cost of equipment revenue increased 23% to $15.2 million for the three-month period ended September 30, 2024 as compared with $12.3 million for the prior-year period, due to a $1.6 million increase related to the FCC Reimbursement Program for certain expense reductions in the prior year and $1.2 million due to an increase in ATG units sold. Cost of equipment revenue decreased 1% to $47.4 million for the nine-month period ended September 30, 2024 as compared with $48.0 million for the prior-year period due to lower inventory reserves.

We expect that our cost of equipment revenue will increase with growth in units sold, including Gogo 5G and Gogo Galileo units, following the launch of those products.

Engineering, Design and Development Expenses:

Engineering, design and development expenses increased 7% and 12% to $9.8 million and $29.3 million, respectively, for the three- and nine-month periods ended September 30, 2024, as compared with $9.2 million and $26.3 million, respectively, for the prior-year periods due to personnel costs.

We expect engineering, design and development expenses as a percentage of service revenue to increase in 2024, driven by Gogo Galileo development costs and Gogo 5G program spend, and decrease thereafter as these developmental projects are completed and the level of investment decreases and revenue from these product roll-outs increases.

Sales and Marketing Expenses:

Sales and marketing expenses increased 22% and 19% to $8.6 million and $25.9 million, respectively, for the three- and nine-month periods ended September 30, 2024, as compared with $7.0 million and $21.7 million, respectively, for the prior-year periods due to personnel costs.

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

General and Administrative Expenses:

General and administrative expenses increased 87% and 51% to $24.9 million and $61.4 million, respectively, for the three- and nine-month periods ended September 30, 2024, as compared with $13.3 million and $40.7 million, respectively, for the prior-year periods due to increased legal and acquisition-related expenses.

We expect general and administrative expenses as a percentage of service revenue to decrease over time.

Depreciation and Amortization:

Depreciation and amortization expense decreased 14% and 2% to $4.0 million and $11.7 million, respectively, for the three- and nine-month periods ended September 30, 2024, as compared with $4.7 million and $12.0 million, respectively, for the prior-year periods.

We expect that our depreciation and amortization expense will increase in the future as we launch our Gogo 5G network.

Other (Income) Expense:

Other expense (income) and percent change for the three- and nine-month periods ended September 30, 2024 and 2023 were as follows *(in thousands, except for percent change)*:

	For the Three Months Ended September 30,		% Change
	2024	**2023**	**2024 over 2023**
Interest income	$ (2,419)	$ (1,622)	49.1%
Interest expense	9,670	8,025	20.5%
Other expense (income), net	(332)	(728)	nm
Total	$ 6,919	$ 5,675	21.9%

	For the Nine Months Ended September 30,		% Change
	2024	**2023**	**2024 over 2023**
Interest income	$ (6,587)	$ (5,509)	19.6%
Interest expense	26,193	24,807	5.6%
Loss on extinguishment of debt	—	2,224	nm
Other expense (income), net	1,286	(733)	nm
Total	$ 20,892	$ 20,789	0.5%

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

Total other expense increased to $6.9 million for the three-month period ended September 30, 2024 as compared with $5.7 million for the prior-year period, due to interest expense, partially offset by an increase in interest income. Total other expense increased to $20.9 million for the nine-month period ended September 30, 2024 as compared with $20.8 million for the prior-year period, due to the unrealized holding loss on the Investment in Convertible Note in the current-year period as compared with an unrealized holding gain on investment in an equity investment in the prior-year period and increased interest expense, partially offset by the loss on extinguishment of debt in the prior year and an increase in interest income.

We expect our interest expense to fluctuate in the future based on changes in the variable rates associated with the Facilities, partially offset by the impact of the interest rate caps. We expect these fluctuations to be impacted by the decrease in the hedge benefit 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 rates for the three- and nine-month periods ended September 30, 2024 were 12.5% and 23.1%, respectively, as compared to 24.3% and (67.1)%, respectively, for the prior-year periods. For the three- and nine-month periods ended September 30, 2024, our income tax provision was $1.5 million and $12.6 million, respectively, due to pre-tax income. For the three-month period ended September 30, 2023, our income tax provision was $6.7 million due to pre-tax income and for the nine-month period ended September 30, 2023, our income tax benefit of $52.7 million was primarily due to a partial release of the valuation allowance on our deferred income tax assets, partially offset by pre-tax income. See Note 13, "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. We expect cash tax payments to be immaterial for an extended period of time, subject to the availability of our net operating loss carryforward amounts.

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 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 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-related costs, (iii) change in fair value of Investment in Convertible Note and equity investment and (iv) 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-related costs include direct transaction costs, such as due diligence and advisory fees. We believe it is useful for an understanding of our operating performance to exclude acquisition-related costs from Adjusted EBITDA because they are infrequent and do not reflect our operating performance.

We believe it is useful for an understanding of our operating performance to exclude from Adjusted EBITDA the changes in fair value of Investment in Convertible Note and an equity investment 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 of the infrequently occurring nature of this activity.

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 measures that management uses as the basis of 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,	
	2024	2023	2024	2023
Adjusted EBITDA:				
Net income attributable to common stock (GAAP)	$ 10,630	$ 20,913	$ 41,959	$ 131,211
Interest expense	9,670	8,025	26,193	24,807
Interest income	(2,419)	(1,622)	(6,587)	(5,509)
Income tax provision (benefit)	1,522	6,728	12,575	(52,711)
Depreciation and amortization	4,015	4,692	11,743	12,022
EBITDA	23,418	38,736	85,883	109,820
Stock-based compensation expense	5,030	5,235	14,755	15,729
Acquisition-related costs	6,654	—	6,654	—
Loss on extinguishment of debt	—	—	—	2,224
Change in fair value of convertible note and equity investments	(323)	(773)	1,239	(773)
Adjusted EBITDA	$ 34,779	$ 43,198	$ 108,531	$ 127,000
Free Cash Flow:				
Net cash provided by operating activities (GAAP)	$ 25,134	$ 18,677	$ 79,740	$ 52,818
Consolidated capital expenditures	(8,196)	(5,355)	(18,894)	(18,717)
Proceeds from FCC Reimbursement Program for property, equipment and intangibles	1,120	3	1,215	3
Proceeds from interest rate caps	6,536	7,676	19,454	20,165
Free cash flow	$ 24,594	$ 21,001	$ 81,515	$ 54,269

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 acquisition-related costs;
- Adjusted EBITDA does not reflect unrealized holding gains or losses on equity investments and investments in convertible notes;
- Adjusted EBITDA does not reflect the loss on extinguishment of debt;
- Free Cash Flow does not represent the total increase or decrease in our cash balance for the period; and
- since other companies in our or related industries 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,	
	2024	2023
Net cash provided by operating activities	$ 79,740	$ 52,818
Net cash used in investing activities	(3,225)	(3,408)
Net cash used in financing activities	(38,902)	(113,881)
Effect of foreign exchange rate changes on cash	29	78
Net increase (decrease) in cash, cash equivalents and restricted cash	37,642	(64,393)
Cash, cash equivalents and restricted cash at the beginning of period	139,366	150,880
Cash, cash equivalents and restricted cash at the end of period	$ 177,008	$ 86,487
Supplemental information:		
Cash, cash equivalents and restricted cash at the end of period	$ 177,008	$ 86,487
Less: non-current restricted cash	330	330
Cash and cash equivalents at the end of the period	$ 176,678	$ 86,157

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, including the acquisition of Satcom Direct, capital expenditure requirements, debt maturities and share repurchases, if any, 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, as amended, in accordance with applicable securities laws and other restrictions, including Rule 10b-18 under the Securities 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. During the nine-month period ended September 30, 2024, we repurchased an aggregate 3.6 million shares of our common stock for $30.8 million. As of September 30, 2024, the remaining amount available to be repurchased under the program was $14.5 million.

As detailed in Note 8, “Long-Term Debt and Other Liabilities,” on April 30, 2021, GIH entered into the 2021 Credit Agreement with Gogo, the lenders and issuing banks party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent, which provides for the 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.

On February 2, 2023, Gogo and GIH entered into an amendment to the Original 2021 Credit Agreement with Morgan Stanley Senior Funding, Inc., as administrative agent, which replaced all references in the Original 2021 Credit Agreement to LIBOR in respect of the applicable interest rates for the Facilities with an adjusted term SOFR rate, plus a credit spread adjustment recommended by the Alternative Reference Rates Committee.

The Term Loan Facility amortizes in nominal quarterly installments equal to 1% of the aggregate initial principal amount thereof per annum, with the remaining balance payable upon final maturity on April 30, 2028. There are no amortization payments under the Revolving Facility, and all borrowings under the Revolving Facility mature on April 30, 2026.

The Term Loan Facility bears 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 0.75%) plus an applicable margin of 3.75% and a credit spread adjustment recommended by the

Alternative Reference Rates Committee of 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%.

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 3.25% to 3.75% per annum depending on GIH's senior secured first lien net leverage ratio and a credit spread adjustment recommended by the Alternative Reference Rates Committee of 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 ranging from 2.25% to 2.75% 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, 2024, the fee for unused commitments under the Revolving Facility was 0.25% and the applicable margin was 3.25%.

The 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 Term Loan Facility.

Subject to certain exceptions and de minimis thresholds, the Term Loan Facility is subject to mandatory prepayments in an amount equal to: (i) 100% of the net cash proceeds of certain asset sales, insurance recovery and condemnation events, subject to reduction to 50% and 0% if specified senior secured first lien net leverage ratio targets are met; (ii) 100% of the net cash proceeds of certain debt offerings; and (iii) 50% of annual excess cash flow (as defined in the 2021 Credit Agreement), subject to reduction to 25% and 0% if specified senior secured first lien net leverage ratio targets are met.

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 Facilities to be due and payable immediately and the commitments under the Revolving Facility to be terminated.

The 2021 Credit Agreement contains 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.

The proceeds of the Term Loan Facility were used, together with cash on hand, (i) to redeem in full and pay the outstanding principal amount of the 2024 Senior Secured Notes together with accrued and unpaid interest and redemption premiums and to pay fees associated with the termination of the ABL Credit Agreement (together with the redemption of the 2024 Senior Secured Notes, the "Refinancing"), and (ii) to pay the other fees and expenses incurred in connection with the Refinancing and the Facilities. The Revolving Facility is available for working capital and general corporate purposes of GIH and its subsidiaries and was undrawn as of September 30, 2024 and December 31, 2023.

For additional information on the 2021 Credit Agreement, see Note 8, "Long-Term Debt and Other Liabilities," to our Unaudited Condensed Consolidated Financial Statements.

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 Committees of 0.26% increases beyond the applicable strike rate. The termination date of the cap agreements is July 31, 2027. The notional amounts of the interest rate caps periodically decrease over the life of the caps with the latest reduction of $175.0 million having occurred on July 31, 2024. The aggregate notional amount of the interest rate caps as of September 30, 2024 is $350.0 million. 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,	
	2024	2023
Net income	$ 41,959	$ 131,211
Non-cash charges and credits	43,982	(20,252)
Changes in operating assets and liabilities	(6,201)	(58,141)
Net cash provided by operating activities	$ 79,740	$ 52,818

For the nine-month period ended September 30, 2024, net cash provided by operating activities was $79.7 million as compared with $52.8 million in the prior-year period. The principal contributors to the year-over-year change in operating cash flows were:

- A $25.0 million decrease in net income and non-cash charges and credits, as noted above under "Results of Operations."
- A $51.9 million improvement in cash flows related to operating assets and liabilities resulting from:
  - An increase in cash flows due to the following:
    - Changes in prepaid expenses and other current assets related to the FCC Reimbursement Program;
    - Changes in accrued liabilities due to the timing of payments related to personnel costs;
    - Changes in accrued interest due to the change in timing of payments; and
    - Changes in accounts payable due to the timing of payments.
  - Partially offset by a decrease in cash flows resulting from changes in contract assets due to additional promotional sales programs in the current year as compared to the prior year.

Cash flows used in Investing Activities:

Cash used in investing activities was $3.2 million for the nine-month period ended September 30, 2024, due to $18.9 million of capital expenditures noted below and a $5.0 million convertible note investment, partially offset by $19.5 million of proceeds from interest rate caps and $1.2 million of proceeds received from the FCC Reimbursement Program associated with the reimbursement of capital expenditures.

Cash used in investing activities was $3.4 million for the nine-month period ended September 30, 2023, due to $18.7 million of capital expenditures noted below and a $5.0 million equity investment, partially offset by $20.2 million of proceeds from interest rate caps.

Cash flows used in Financing Activities:

Cash used in financing activities for the nine-month period ended September 30, 2024 was $38.9 million due to share repurchases, principal payments on the Term Loan Facility and stock-based compensation activities.

Cash used in financing activities for the nine-month period ended September 30, 2023 was $113.9 million, due to principal payments on the Term Loan Facility and stock-based compensation activities.

Capital Expenditures

Our operations require capital expenditures associated with our ATG network, data centers and regulatory licenses. We capitalize software development costs related to network technology solutions. We also capitalize costs related to the build out of our office locations.

Capital expenditures for the nine-month periods ended September 30, 2024 and 2023 were $18.9 million and $18.7 million, respectively.

We expect that our capital expenditures will increase in the near term due to Gogo 5G and the build out of the LTE network related to the FCC Reimbursement Program. This increase may be partially offset by reimbursements from the FCC. We expect that our capital expenditures will decrease starting in 2026 as these programs are completed.

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, 2024 and December 31, 2023 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 the Term Loan Facility and Revolving Facility (if any). 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, 2024, 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, 2024 was $350.0 million. Based on our September 30, 2024 outstanding variable rate debt balance, a hypothetical one percentage point change in the applicable interest rate would impact our annual interest expense by approximately $2.7 million for the next twelve-month period, which includes the impact of our interest rate caps at a strike rate of 1.25% and the $100 million reduction in the notional amount and an increase of the strike rate to 2.25% that will occur on July 31, 2025. 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 $6.0 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, 2024 and 2023 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 design and operation of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended) as of September 30, 2024. Based upon this evaluation, our Chief Executive Officer and the Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of September 30, 2024.

(b) Changes in Internal Control over Financial Reporting

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 2023 10-K includes a discussion of our risk factors. The information presented below updates, and should be read in conjunction with, the risk factors and information disclosed in our 2023 10-K. Except as set forth below, there have been no material changes to the risk factors previously disclosed in our 2023 10-K.

Risks Related to Our Business

As we expand geographically and otherwise, we may experience difficulties in maintaining our corporate culture, and our business, results of operations and financial condition could be adversely affected.

We believe that our corporate culture has been a critical component of our success, and have invested substantial time and resources in building this culture. As we further expand our business and grow internationally, we may find it difficult to maintain our corporate culture. For instance, we recently signed an agreement to acquire Satcom Direct's business and, to the extent it is consummated, we will be required to make certain changes to integrate it into our larger business. For more information, see Note 1, "Basis of Presentation—Acquisition of Satcom Direct," to our Unaudited Condensed Consolidated Financial Statements for a discussion of the pending acquisition. Any failure to manage organizational changes from our expansion, including in our management or employee base, in a manner that preserves the key aspects of our culture could be detrimental to our future success, including by limiting our ability to recruit and retain personnel and to effectively pursue our corporate objectives. For example, we are dedicated to creating and maintaining a diverse and inclusive culture and to having every employee feel like they have a home at our company, and our expansion may hinder these efforts. This, in turn, could adversely affect our business, results of operations and financial condition.

In addition, expansion could lead to our organizational structure becoming more complex, and could strain our ability to maintain reliable service levels for our customers (both existing customers of the Company and, to the extent the acquisition of Satcom Direct is consummated, new customers acquired as a result of Satcom Direct's business). If we fail to achieve the necessary level of efficiency in our organization as we grow, then our business, results of operations and financial condition could be adversely affected. See "*—When we expand our business outside the United States with Gogo Galileo, we will be exposed to a variety of risks associated with international operations that could adversely affect our business.*" in our 2023 10-K.

We may be unsuccessful at evaluating and pursuing strategic opportunities, including acquisitions, as well as integrating them into our business, which could adversely affect our revenue, financial condition and results of operation.

Our Board and management continuously assess whether shareholder value would be increased by engaging in strategic and/or financial relationships, transactions or other opportunities, including those that are suggested to us by third parties. There can be no assurance that we will pursue any strategic or financial relationship, transaction or other opportunity, the outcome of which is inherently uncertain. Further, the process of evaluating and pursuing any such relationship, transaction or other opportunity will involve the dedication of significant resources and the incurrence of significant costs and expenses. If we are unable to mitigate these or other potential risks relating to assessing and undertaking strategic opportunities, it may disrupt our business or adversely impact our revenue, financial condition and results of operation.

In addition, to the extent we consummate acquisitions or other related transactions, these completed acquisitions may entail further risks, including: unanticipated costs and liabilities of the acquired businesses, including environmental liabilities, that could materially adversely affect our results of operations; increased regulatory compliance relating to the acquired business; difficulties in assimilating acquired businesses, their personnel and their financial reporting systems, which would prevent the expected benefits from the transaction from being realized within the anticipated timeframe; negative effects on existing business relationships with suppliers and customers; and loss of key employees of the acquired businesses or our business. In addition, any future acquisitions could result in the incurrence of additional debt and related interest expense, contingent liabilities and amortization expense related to intangible assets, which could have a material adverse effect on our business, financial condition, operating results and cash flows, or the issuance of additional equity, which could dilute our shareholders' interests.

Finally, there can be no assurance that we will be able to negotiate any acquisition successfully, and once negotiated, receive the required approvals for any acquisition or otherwise conclude any acquisition successfully, or that any acquisition will achieve the anticipated synergies or other positive results. For more information, see Note 1, "Basis of Presentation—Acquisition of Satcom Direct," to our Unaudited Condensed Consolidated Financial Statements for a discussion of our pending acquisition, including the conditions in the Purchase Agreement to consummating the acquisition. We cannot provide any assurance that the pending Satcom Direct acquisition will be completed, and to the extent it is completed, we cannot provide any assurance that we will successfully integrate or achieve the anticipated synergies of Satcom Direct's technology, personnel, geographical reach, financial condition or business generally. Additionally, we cannot reasonably predict the impact that Satcom Direct's key operating results or business, or investors' perception of its future value, would have on the market's perception of our Company's overall value. There are also risks associated with the incurrence of an additional $275 million of incremental term loans under Intermediate's existing credit facility to fund a portion of the cash purchase price of the acquisition. For more information, see "*Item 1A "Risk Factors—Risks Related to Our Indebtedness—We and our subsidiaries have substantial debt and may incur substantial additional debt in the future, which could adversely affect our financial health, reduce our profitability, limit our ability to obtain financing in the future and pursue certain business opportunities and reduce the value of your investment.*" in our 2023 10-K. Overall, if our acquisition strategy is not successful or if acquisitions are not well integrated into our existing operations, the Company's profitability, business and financial condition could be negatively affected.

Risks Related to Our Technology and Intellectual Property

We are currently delayed in deploying Gogo 5G, and may be unsuccessful or further delayed in developing and deploying this or other next generation technologies.

We are currently developing a next generation ATG network using 5G technology, unlicensed spectrum, and licensed spectrum. Gogo 5G will be capable of working with different spectrum and supporting different next generation technologies. As previously disclosed, we are delayed in our commercial, nationwide launch of Gogo 5G due to a design error in a non-5G component of our chip, which was designed by a third-party subcontractor of our 5G solution provider. We currently expect the launch of Gogo 5G to occur late in the second quarter of 2025, and are working with our vendors to finalize the schedule.

There can be no assurance that, during the current delay of our 5G launch, our customers will not seek alternative technologies of competitors. The launch of 5G may, depending on the impact of delays, launch closely in time or shortly after the launch of Gogo Galileo service, which could impede our marketing and sales efforts with respect to either offering, due to possible customer confusion among the offerings or lack of sufficient customer focus on either one during launch. Additionally, while we expect to launch Gogo 5G late in the second quarter of 2025, we cannot assure you that the 5G launch or our launch of other next generation technologies will in fact occur in sufficient time to meet growing user expectations regarding the in-flight connectivity experience and to effectively compete in the business aviation market. The ongoing delay and any future delays could also decrease customer confidence, including from current or prospective customers, in our offerings, and negatively impact our financial position.

If Gogo 5G or any other next generation technology fails to perform as expected, our ability to meet users' expectations regarding our systems' performance and to effectively compete in our market may be impaired and our business, financial condition and results of operations may be materially adversely affected. Factors heightening the risk of future delays in our 5G network or other next generation technologies, or a failure of such technologies to perform once commercialized, include: (i) our failure to design and develop a technology that provides the features and performance we require; (ii) integrating the solution with our existing ATG network; (iii) the availability of adequate spectrum; (iv) the failure of spectrum to perform as expected; (v) the failure of equipment and software to perform as expected; (vi) problems arising in the manufacturing process; (vii) our ability to negotiate contracts with suppliers on acceptable commercial and other terms; (viii) our reliance on single-source suppliers and their ability to continue as a going concern with adequate access to capital for the development and manufacturing of the core elements of the network and on other suppliers to provide certain components and services; and (ix) delays in obtaining or failures to obtain the required regulatory approvals for installation and operation of such equipment and the provision of service to passengers.

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

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 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.

The following table summarizes our purchases of common stock during the three-month period ended September 30, 2024.

Period	Total Number of Shares Purchased	Average Price Paid per Share [(1)]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in thousands)
July 1-31, 2024	—	$ —	—	$ 22,083
August 1-31, 2024	306,000	$ 7.81	306,000	$ 19,699
September 1-30, 2024	708,598	$ 7.36	708,598	$ 14,497

(1) Average price paid per share includes transaction costs associated with the repurchases.

ITEM 3. Defaults Upon Senior Securities

None.

ITEM 4. Mine Safety Disclosures

None.

ITEM 5. Other Information

During the fiscal quarter ended September 30, 2024, 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
2.1*	Purchase Agreement, by and among Satcom Direct Holdings, Inc., SDHC Holdings, Inc., Satcom Direct Government Holdings, Inc., ndtHost Holdings, Inc., Satcom Direct, Inc., Satcom Direct Holding Company, LLC, Satcom Direct Government, Inc., ndtHost, LLC, Gogo Direct Holdings LLC, James W. Jensen and Gogo Inc., dated as of September 29, 2024 (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Company on October 1, 2024)
10.1†	OneWeb Distribution Partner Agreement by and between Gogo Business Aviation LLC and Network Access Associates Limited, dated as of May 19, 2022
10.2†	Addendum 2 to OneWeb Distribution Partner Agreement by and between Gogo Business Aviation LLC and Network Access Associates Limited, dated as of September 18, 2024 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on September 24, 2024)
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)

* Certain of the schedules and exhibits to the agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request; provided, however, that the parties may request confidential treatment for certain portions of the agreement pursuant to Rule 24b-2 of the Exchange Act, for any document so furnished.

† Portions of this exhibit have been omitted pursuant to Item 601(b)(10) of Regulation S-K. If requested by the SEC or its staff, the Company will promptly provide on a supplemental basis an unredacted copy of the exhibit and its materiality and privacy or confidentiality analyses.

** 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.

Gogo Inc.

Date: November 5, 2024

/s/ Oakleigh Thorne

Oakleigh Thorne
Chief Executive Officer and Chair of the Board
(Principal Executive Officer)

/s/ Jessica G. Betjemann

Jessica G. Betjemann
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 10.1

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

ONEWEB
DISTRIBUTION PARTNER AGREEMENT

This Distribution Partner Agreement (this "**Agreement**") is entered into effective as of 19th May 2022 (the "**Effective Date**") by and between **Gogo Business Aviation, LLC** ("**Distribution Partner**"), a company incorporated under the laws of Delaware, USA], with its principal place of business at 105 Edgeview Dr, Ste 300, Broomfield, CO 80021 United States, and **Network Access Associates Limited** ("**OneWeb**"), a company incorporated under the laws of England, with its principal place of business at **West Works Building**, **195 Wood Lane**, **London**, **W12 7FQ**, **United Kingdom**. OneWeb and Distribution Partner are referred to in this Agreement individually as the "**Party**" or collectively as the "**Parties**".

WHEREAS, Distribution Partner wishes to use internally for its own business purposes the OneWeb Services (as defined below) and be authorized by OneWeb as a distributor of OneWeb Services for use by End Users, and OneWeb desires to so allow such use and authorize Distribution Partner, in each case subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Exhibits

The following Exhibits are attached hereto and incorporated by this reference to this Agreement:

(a) Exhibit 1 (Distribution Partner's Authorized Vertical Markets and Territories, Authorized OneWeb Services and Pricing);

(b) Exhibit 2 (OneWeb Service Boundary, Service Levels and Description);

(c) Exhibit 3 (Distribution Partner's Obligations to Sub-Distributor and End Users; and Required Flow-down Provisions in all Service Contracts); and

(d) Exhibit 4 (OneWeb Branding Guidelines).

During the Term, OneWeb may - at any time and in its sole discretion - change, update and/or modify any of the foregoing Exhibits (each, an "**Updated Exhibit**") by providing Distribution Partner a copy of any such Updated Exhibit in whole or in part with at least thirty (30) days' written notice, which such Updated Exhibit shall immediately replace any current such Exhibit upon expiration of the thirty (30) days. Notwithstanding the foregoing, (i) [***]; (ii) subject to 1(d)(i) above OneWeb's notice period shall be extended to at least ninety (90) days' written notice for any change to Exhibit 1 that modifies, withdraws and/or retires Distribution Partner's authorized OneWeb Services provided for therein; and (iii) unless otherwise required by applicable Laws, such Updated Exhibits shall not apply to any OneWeb Services provided by OneWeb under any current Orders with Distribution Partner or where Distribution Partner has given notice to OneWeb of a committed End User order for the purchase of OneWeb Approved Equipment, which will be activated within six (6) months of the date of notification, prior to the applicable modification date until the later of (x) expiration of the initial term or then current renewal term, as applicable, of such Order, or (y) the expiration of the notice periods set forth above.

2. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the meanings set forth in this Section:

"**Acceptable Use Policy**" or ("**AUP**") means that definition as given to it in Exhibit 3 of this Agreement.

"**Anti-Corruption Laws**" means all laws, rules and regulations relating to the prevention of corruption, bribery, improper business practices or improper payments, gratuities or inducements, including, without limitation, any law, rules or regulations implementing the OECD Convention of Combating Bribery of Foreign Public Officials in International Business Transactions as well as the U.K. Bribery Act 2010 and, if Distribution Partner is located in the U.S. or WorldVu Development, LLC is the OneWeb entity executing this Agreement, the U.S. Foreign Corrupt Practices Act of 1977, as amended.

"**Commencement Date**" means the date notified to Distribution Partner by OneWeb that the OneWeb Services are available for use and distribution by Distribution Partner in a particular Vertical Market within a particular Territory consistent with and pursuant to the terms and conditions of this Agreement. For the avoidance of doubt, there may be multiple Commencement Dates under this Agreement.

"**Confidential Information**" means any confidential or proprietary information of either Party that is clearly identified as confidential and/or proprietary by the disclosing Party or would otherwise be reasonably recognized from the surrounding facts and circumstances to be proprietary or confidential to the disclosing Party, including, without limitation, any Intellectual Property disclosed by the disclosing Party, the terms of this Agreement and any information of the disclosing Party concerning the operation, business, projections, market goals, pricing, financial affairs, products, or services. For the avoidance of doubt, OneWeb's Confidential Information shall include, without limitation, the OneWeb Network, the OneWeb Services and all network data, details, statistics, metrics, measurements and any other information collected and generated therefrom.

"**End Users**" means Distribution Partner as an end user customer and/or Distribution Partner's (or its Sub-Distributor's) end user customers; who access and/or use the OneWeb Services from or through Distribution Partner or its Sub-Distributors, which includes, without limitation, Sub-Distributors that access and/or use the OneWeb Services.

"**Government Fees**" means all government permit fees, tariff fees and similar fees that either Party may incur with respect to this Agreement.

"**Intellectual Property**" means all worldwide intellectual property, whether registered and unregistered, including, without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, mask works, computer software, computer source code, ideas, processes, discoveries, methods, and all other forms of intellectual property of every kind and nature throughout the universe and however designated and any renewal rights, future rights or applications for registration relating thereto.

"**Laws**" means all applicable federal, state or local laws, rules, regulations, and/or restrictions, foreign or domestic, including, without limitation, those of the U.S. Federal Communications Commission, the U.S. regarding export control, with respect to Intellectual Property rights and concerning defamation, obscenity, privacy, and data protection.

"**OneWeb Approved Equipment**" means the OneWeb approved Type Certified antenna terminals as further outlined in this Agreement by OneWeb for use by Distribution Partner, Sub-Distributors and/or End User for purposes of transmitting and/or receiving mobility or fixed service-related data communications through the OneWeb Network or such other equipment as may be identified by OneWeb in its sole discretion upon notice to Distribution Partner.

"**OneWeb Approved Equipment Data**" means the OneWeb Approved Equipment data, details, statistics, metrics, measurements and any other information collected and generated therefrom related to the functioning, use and performance of the OneWeb Approved Equipment but excluding any End User communications transmitted to or from the OneWeb Services, the OneWeb Network and/or the OneWeb Approved Equipment by an End User.

"**OneWeb Marks**" means OneWeb's trademarks, tradenames, service marks and/or logos.

"**OneWeb Network**" means OneWeb's data transmission service, which is owned and operated by OneWeb, excluding the OneWeb Approved Equipment.

"**OneWeb Services**" means OneWeb's satellite communication data services and/or products, as relating to Distribution Partner, specifically set forth in Exhibit 1 of this Agreement, which are generally described in Exhibit 2 of this Agreement, including, without limitation, those SLAs contained therein.

"**Order**" means a written order form from Distribution Partner to OneWeb (a) requesting the purchase of the OneWeb Services; and (b) requiring OneWeb's acceptance, in its sole discretion, which shall contain specific terms and conditions relevant to such order as agreed between the Parties (including, without limitation, its applicable term, which shall start from the Activation Date, and pricing).

"**PoP(s)**" means any point-of-presence.

"**Prices**" means the prices detailed in Exhibit 1 of this Agreement that are charged by OneWeb to Distribution Partner for the OneWeb Services.

"**Sanctions**" means any laws, rules, regulations or executive orders relating to economic, financial, or trade sanctions implemented or enforced by: (a) the U.S. Government including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State; (b) the United Kingdom including, without limitation, the Office of Financial Sanctions Implementation of Her Majesty's Treasury; and/or (c) any other relevant governmental authority that implements or enforces economic, financial, or trade sanctions.

"**Service Contract(s)**" means either a contract between (a) Distribution Partner (or its Sub-Distributor) and each of its End Users for the provision of the OneWeb Services (indirectly or directly) to each such End User; or (b) Distribution Partner (or its Sub-Distributors) and one of its other Sub-Distributors to permit such Sub-Distributor to distribute the OneWeb Services (indirectly or directly).

"**Sub-Distributor**" means a person or entity who enters into a Service Contract with Distribution Partner (or any of its other sub-distributors) for the right to distribute the OneWeb Services. For the avoidance of doubt, a Sub-Distributor that also accesses and makes use of the OneWeb Services will be considered both an End User and a Sub-Distributor under this Agreement.

"**System Data**" means (a) all End User network data, details, statistics, metrics, measurements and other information collected and generated by the OneWeb Services, the OneWeb Network, and/or the OneWeb Approved Equipment but excluding any End User communications traffic transmitted to or from the OneWeb Services, the OneWeb Network and/or the OneWeb Approved Equipment by or for an End User; and (b) any initial, final, or intermediate product or output of the application of analytical or data processing techniques used to generate and analyze any of the foregoing End User information (whether done by OneWeb, Distribution Partner or by any other third party).

"**Taxes**" means taxes and duties (including, without limitation, business, sales, goods and services, universal service levies, charges, levies, withholding, customs duties, use and value-added taxes and any applicable penalties, interest and other additions thereto, but excluding taxes based on the net income of OneWeb) which are imposed by or under the authority of any local, state, national, or foreign government entity thereof with respect to or arising out of the provision of the OneWeb Services hereunder.

"**Territories**" means Distribution Partner's authorized territories provided in Exhibit 1 of this Agreement.

"**Vertical Market**" means Distribution Partner's authorized vertical market classification as relating to Distribution Partner, specifically set forth in Exhibit 1 of this Agreement, which are generally described in Exhibit 2 of this Agreement.

3. Appointment and Acceptance; and Ordering Process

(a) During the Term and subject to the terms and conditions of this Agreement, (1) OneWeb appoints Distribution Partner on a non-exclusive basis as a direct (or indirect solely through a Sub-Distributor) distributor to purchase the OneWeb Services for resale to End Users (or where Distribution Partner is itself an End User) within only those Vertical Markets and for use within those Territories provided for in Exhibit 1 of this Agreement, which shall permit Distribution Partner to (i) integrate the OneWeb Services with Distribution Partner's own value-added services and/or (ii) use the OneWeb Services internally for its own business purposes when Distribution Partner is itself an End User; and (2) Distribution Partner accepts such appointment and shall use commercially reasonable efforts, as agreed between OneWeb and Distribution Partner, to actively market, promote, offer and resell the OneWeb Services.

(b) The appointment of Distribution Partner as a distributor in Section 3(a) (1) is limited to the resale of the OneWeb Services with the OneWeb Approved Equipment; and (2) does not permit direct or indirect use of the OneWeb Services by any person or entity other than End Users.

(c) Distribution Partner may order any of the OneWeb Services by submitting an order to OneWeb providing a minimum data set that is required to process such order, which will be detailed by OneWeb to Distribution Partner during the onboarding process. OneWeb may in its sole discretion, refuse to accept any Order (including, without limitation, due to the availability of capacity on the OneWeb Network and the availability of the OneWeb Approved Equipment required to deliver such offering). In the event of a conflict between a provision of this Agreement and a provision of an Order which is expressly stated to take precedence over this Agreement, such provision of the Order shall control to the extent of such conflict but in all other respects this Agreement shall remain in full force and effect.

(d) Where Distribution Partner gives advance notice of an End User order for the purchase of OneWeb Approved Equipment which is installed on aircraft for use with the OneWeb Services, OneWeb and Distribution Partner will review the availability of capacity and Distribution Partner's advance requirements in connection with the End Users' purchase of OneWeb Approved Equipment.

(e) Nothing in this Agreement limits OneWeb's right to make other sales of any kind of the OneWeb Services or to appoint additional entities with a right to sell or offer for sale any or all of the OneWeb Services, including, without limitation, as resellers, distributors, sales representatives, and consultants.

(f) Notwithstanding anything to the contrary set forth in this Agreement, Distribution Partner agrees that, prior to the corresponding Commencement Date for specific OneWeb Services, it shall not (1) commence activation requests with respect to OneWeb Services and/or (2) allow any End Users to use such OneWeb Services.

4. Obligations of the Parties

The Parties respectively agree to the following:

(a) **Distribution Partner Obligations**. Distribution Partner represents, warrants and covenants that it shall:

(1) advertise and/or promote the OneWeb Services, per the mutually agreed marketing plan, at its expense, (i) in accordance with Exhibit 4 of this Agreement and (ii) in a commercially reasonable, ethical, professional and lawful manner with no less than the level of care that it applies to the sale of any of its own value-added services and/or re-sale of any other third-party services;

(2) be solely responsible, at its own expense, for (i) any equipment, solutions, and charges related to the OneWeb Services traffic beyond the OneWeb service boundaries as defined in Exhibit 2 of this Agreement including, without limitation, any back office, PoP, End User equipment or co-location of equipment, and the OneWeb Approved Equipment; (ii) the content of any transmission from or to Distribution Partner's associated OneWeb Approved Equipment or by or to its Sub-Distributors or End Users and made over the OneWeb Network, including, without limitation, any actual or alleged libel, obscenity, indecency, infringement of Intellectual Property rights, or breach of privacy or security content or information displayed or transmitted by Distribution Partner, Sub-Distributor and/or End User; (iii) staffing, operating, and maintaining a network operations center ("NOC") to provide twenty-four (24) hours a day, seven (7) days a week support to its Sub-Distributor and End Users; (iv) complying, and performing all duties, in accordance with the AUP; and (v) having in place and maintaining throughout the Term commercially appropriate insurance coverage to meet its obligations under this Agreement and as required by Law;

(3) not (i) engage in any practices that may harm or be detrimental to OneWeb, the OneWeb Marks, OneWeb's brand and/or the public image, reputation or goodwill of OneWeb and/or (ii) make any unauthorized representation and warranty, whether written or oral to any third party relating to any of the OneWeb Services;

(4) comply with the current terms of Exhibit 3 of this Agreement: (i) with respect to its Sub-Distributors, End Users and Service Contracts and/or (ii) where Distribution Partner is itself an End User; and

(5) without limiting any of Distribution Partner's obligations under the AUP, (i) develop and enforce the content and application of security policies designed to prevent unwanted or unauthorized activity or access to the OneWeb Services and/or the OneWeb Network; (ii) implement suitable data archiving or other housekeeping activities which minimize the effect of any breach of security to the OneWeb Services and/or the OneWeb Network; (iii) promptly notify OneWeb of any suspected security breach of any Distribution Partner system connected to (or providing access to) the OneWeb Services and/or the OneWeb Network (including, without limitation, the OneWeb Approved Equipment); and (iv) use commercially reasonable efforts to isolate any issues relating to an End User's environment prior to reporting any issues with the OneWeb Services to OneWeb.

(b) **OneWeb Obligations**. Pursuant to the terms and conditions of this Agreement, OneWeb shall (1) provide and maintain for Distribution Partner, Sub-Distributors and End Users the availability of the OneWeb Services in accordance with the service levels set forth in Exhibit 2; (2) provide Distribution Partner with a customer guide which may include, without limitation, information on raising and tracking Orders, escalation procedures, OneWeb's key contact manager details, and a schedule of reviews, and that OneWeb will detail and provide to Distribution Partner's key contract manager prior to the Commencement Date as may be updated by OneWeb from time to time; (3) make available for purchase by Distribution Partner, which may be through an authorized third party, the OneWeb Approved Equipment; (4) if requested by Distribution Partner, OneWeb shall from time to time provide product training to Distribution Partner to be reasonably agreed between the Parties and at Distribution Partner's cost; and (5) OneWeb agrees to promptly notify Distribution Partner of any suspected security breaches of the OneWeb Network.

(c) **Quarterly Reviews**. Within ninety (90) days after the Effective Date, the Parties shall mutually agree to an agenda and schedule for quarterly review meetings to include, at a minimum: (1) date, time, and venue for meetings, which may be held virtually as required; (2) personnel required to attend the meetings; and (3) updates regarding the number of the OneWeb Approved Equipment activated, revenue generated, progress relative to the revenue commitments (if applicable) set forth in Exhibit 1 of this Agreement, rolling quarterly and annual forecasts for future activations and revenue, technical and NOC/End User/Sub-Distributor support issues and marketing activities.

(d) **Key Personnel**. Upon execution of this Agreement, each Party shall appoint a key contract manager responsible as the central point of contact to liaise with the other Party's key contract manager to actively manage the relationship between the Parties, including addressing any issues arising under this Agreement (including, without limitation, being the initial point of contact to resolve any dispute, claim, or controversy between the Parties arising out of or relating to this Agreement).

<u>5. Prices, Invoicing and Payments</u>

(a) **Prices**. The Prices to Distribution Partner for the OneWeb Services are exclusive of any applicable Taxes. All Taxes shall be borne by Distribution Partner and shall not be considered a part of, a deduction from, or an offset against such Prices except as required by applicable Law, in which case the sum payable by Distribution Partner from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, OneWeb receives and retains (free from any liability) a net sum equal to the sum it would have received but for such deduction or withholding being required. OneWeb is required to invoice Distribution Partner for all appropriate Taxes which OneWeb is obligated to collect. Additionally, Distribution Partner shall be responsible for any sales and use taxes due to a taxing jurisdiction on applicable products and services billed where OneWeb is not required by applicable Laws to collect such sales and use taxes. In compliance with this provision, Distribution Partner shall execute a Reseller Certificate as set forth in Exhibit 2, Attachment 1 (Reseller Certificate) of this Agreement.

(b) **Invoicing and Payments**.

<u>(1)</u> OneWeb shall provide Distribution Partner with a monthly invoice, in advance and in U.S. dollars, due under an Order for the provision of the OneWeb Services to Distribution Partner after each applicable Activation Date (the "**Service Charges**") and Distribution Partner shall pay the full amount of such invoice in U.S. dollars by electronic funds transfer, or by any other method which has been mutually agreed to by OneWeb and Distribution Partner in writing, within thirty (30) calendar days of the invoice date and (iii) without deduction or setoff. Distribution Partner may dispute the Charges in any invoice in good faith by notifying the OneWeb key contract manager within 15 days of the date of the invoice and may withhold payment of the disputed amount. Any such notice of dispute shall be in writing, shall include the bone fide reasons for the dispute and shall be sent in

accordance with the provisions of Section 13(a). Distribution Partner shall pay the undisputed amount of any invoice by the Payment Due date.

(2) Any undisputed amounts remaining unpaid from Distribution Partner to OneWeb after the required due date shall be subjected to an additional late fee which shall be equivalent to ten percent (10%) per annum of the overdue balance. All payments made by Distribution Partner are non-refundable and shall be applied in the following priority: (i) late fees; (ii) overdue amounts; and (iii) remaining balance.

6. Term, Termination, Suspension and Effect of Termination

(a) **Term**. This Agreement commences on the Effective Date and, unless earlier terminated pursuant to the terms and conditions of this Agreement, shall continue until the [***] anniversary of the first Commencement Date (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") until one Party provides written notice to the other Party of its intent not to renew at least ninety (90) days prior to the end of the Initial Term or the then current Renewal Term.

(b) **Termination for Breach**. Either Party may, upon written notice to the other Party, terminate this Agreement in the event of a material breach of any of the terms and conditions of this Agreement by the other Party and such breach remains uncured (i) for more than ten (10) days following receipt of such written notice for any material failure to timely pay undisputed amounts, or within thirty (30)days following receipt of such written notice for any other breach unless the other Party agrees to a longer cure period.

(c) **[***]**

(d) **Termination for Insolvency Rights**. This Agreement may be terminated immediately by either Party upon written notice to the other Party in the event such other Party (1) ceases doing business in the ordinary course; or (2) files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition under the insolvency or bankruptcy Law of any jurisdiction seeking any reorganization, composition, liquidation or similar relief; or (3) makes any general assignment for the benefit of its creditors; or (4) admits in writing its inability to pay its debts generally as they become due.

(e) **[***]**

(f) **Suspension**. Without limiting OneWeb's termination rights under Section 6 (Term; Termination and Suspension) of this Agreement,

(1) AUP Violation. OneWeb, in its sole discretion, may refuse to activate, deactivate or suspend any of the OneWeb Approved Equipment and/or the OneWeb Services which are in violation or suspected violation of the AUP.

(2) Service Charges Default. OneWeb reserves the right to suspend Distribution Partner's access to and use of the OneWeb Services (or any portion thereof) by its Sub-Distributors or End Users if any payment of undisputed amounts owed by Distribution Partner remains due for more than ten (10) days after OneWeb provided Distribution Partner written notice of the same to Distribution Partner.

(g) **Effect of Termination or Expiration.**

(1) In the case of expiration of this Agreement, and notwithstanding anything contained in this Agreement to the contrary, (i) all current Orders with Distribution Partner will remain in effect through expiration of the initial term or then current renewal term as applicable, of all such Orders; and (ii) the terms and conditions of this Agreement will continue to apply to all such Orders.

(2) Following the termination of this Agreement by OneWeb under Sections 6(b) (Termination for Breach) or 6(c) (Termination for Insolvency Rights), OneWeb may terminate all current Orders (or a portion thereof) without liability or obligation to Distribution Partner; and for any such terminated Orders may offer to provide the OneWeb Services directly or through another distribution channel partner to End Users and maintain End Users’ use of the OneWeb Services and/or the OneWeb Approved Equipment. Notwithstanding anything contained in this Agreement to the contrary, and as of the effective date of expiration or termination of this Agreement, Distribution Partner shall have no rights to any fees, compensation, commissions and/or similar payments from anyone as a result of OneWeb exercising its options above.

(3) Following the termination of this Agreement by Distribution Partner under Sections 6(b) (Termination for Breach) or 6(c) (Termination for Insolvency Rights), all current Orders shall immediately terminate.

(4) Upon the expiration or termination of this Agreement for any reason:

(i) Each Party shall, at its sole expense, provide the other Party the originals and all copies of any Confidential Information, Promotional Materials (as defined herein), and all demonstration equipment, advertising material, and other property of the Party, in whatever form, previously provided to such Party by the other Party as of such time; and

(ii) Distribution Partner shall, at its sole expense, cease promoting, marketing, offering and reselling the OneWeb Services and no longer do business under the OneWeb name, which includes, without limitation, discontinuing all use of the OneWeb Marks or any advertising, slogans, trademarks, trade names, or other marks identified with OneWeb.

(h) **Survival of Terms**. The following provisions shall survive any expiration or termination of this Agreement: (1) Sections 2 (Definitions), 5 (Prices, Invoicing and Payments), 6(e)-(f), 8 (Confidentiality), 9(a) (OneWeb Intellectual Property), 10 (Indemnification Obligations), 11 (Disclaimer of Warranties and Limitation of Liabilities), 12 (Audit) and 13 (General); and (2) any other provisions of this Agreement which, by their nature, were intended by the Parties to survive any expiration or termination of this Agreement.

7. Compliance with Laws

(a) **General**. Each Party represents, warrants and covenants to comply with all Laws (including, without limitation, Anti-Corruption Laws, Sanctions and all applicable export control laws and regulations) in connection with its performance under this Agreement, including, without limitation, (1) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for such Party’s performance under this Agreement, which includes, without limitation, the payment of any Government Fees; (2) furnishing to the other Party all documentation legally required in connection with the exportation or importation of the OneWeb

Services; and/or (3) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Approved Equipment. For the avoidance of doubt, the payment of Government Fees relating to obtaining and/or maintaining all regulatory and legal licenses for (i) landing rights radio spectrum for the OneWeb satellite network portal will be OneWeb's responsibility and (ii) the supply of the OneWeb Services to End Users will be Distribution Partner's responsibility.

(b) **Sanctions**. Distribution Partner represents, warrants and covenants to not deliver, transfer, export, or re-export any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (1) designated or identified on any list of persons that are the subject or target of Sanctions, including, without limitation, the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK; (2) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine; (3) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (1) or (2); or (4) otherwise the subject or target of Sanctions.

<u>8.</u> <u>Confidentiality</u>

(a) The Parties acknowledge that any Confidential Information disclosed to it by the other Party may be used solely for the performance of its duties hereunder and both Parties agree that all Confidential Information provided by the other is the exclusive property of the disclosing Party. Neither Party, its affiliates, employees, agents, or persons otherwise associated with either Party hereto, shall directly or indirectly, without the express prior written consent of the disclosing Party, use, furnish, give away, reveal, divulge, make known, sell, or transfer in any way Confidential Information of the disclosing Party, other than for the performance of its duties hereunder. Each Party will treat all Confidential Information of the other Party with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Each Party will only disclose Confidential Information of the other Party to those of its employees, advisors, consultants, subcontractors, representatives, shareholders, agents, and affiliated entities who have a need to know in connection with this Agreement and have previously agreed to obligations consistent with the terms of this Agreement, and each Party shall be responsible for any unauthorized use or disclosure of Confidential Information made by any of such recipients.

(b) Each Party agrees that if it is required by any regulatory authority or applicable law, or is served with any form of legal process that would require disclosure of any Confidential Information, it shall, if permitted by law, before taking any action, immediately notify the other Party which shall have the right to seek to quash or limit the scope of such process.

(c) For the purposes of this Agreement, information shall not be considered to be Confidential Information if (1) the information is in or passed into the public domain other than by breach of this Agreement; (2) the receiving Party can demonstrate with documentary evidence that the information was either (i) in its rightful possession free of any obligation of confidentiality prior to its first receipt from the disclosing Party or (ii) independently developed without reliance on Confidential Information of the disclosing Party; or (3) the information is disclosed to a receiving Party without restriction by a third party having the full right to disclose.

9. Intellectual Property and Use of Marks

(a) **OneWeb Intellectual Property.**

(1) All Intellectual Property in relation to the OneWeb Marks, OneWeb Services, the OneWeb Network and all of OneWeb's Confidential Information shall be and remain the right, title and property of OneWeb. Except for the express limited authorization right to use the OneWeb Marks in accordance with this Agreement, nothing in this Agreement grants Distribution Partner any (i) rights, title, or interest in and to any OneWeb Intellectual Property; (ii) any express or implied licenses relating to use of any OneWeb Intellectual Property; and/or (iii) rights to copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Service.

(2) Distribution Partner hereby grants to OneWeb and/or its affiliates an irrevocable, perpetual, non-exclusive, royalty-free (for no additional remuneration whatsoever) license to (i) any of the OneWeb Approved Equipment Data for all purposes for which OneWeb and/or its affiliates do business; and (ii) any System Data in an anonymized manner (such that it does not identify any individual person's details) for (A) all purposes for which OneWeb and/or its affiliates do business; and (B) use for purposes of product and service enhancements and/or developments.

(b) **Authorizations to Use Marks.**

(1) In accordance with and subject to Exhibit 4 of this Agreement, OneWeb authorizes Distribution Partner, solely in its promotion, marketing and resale of the OneWeb Services in accordance with this Agreement, to use the OneWeb Marks (the "**Guidelines**").

(2) OneWeb shall have the right to use Distribution Partner's trademark, tradenames, service marks, and/or logos in the sale, distribution, or use of the OneWeb Services in accordance with Distribution Partner's branding guidelines which such guidelines will be provided to OneWeb within ten (10) days of the Effective Date.

(c) **Distribution Partner's Restrictions and Requirements**. Distribution Partner shall (1) not grant, or purport to grant, to any government entity any right, title or interest of any kind to any of OneWeb's Intellectual Property; and (2) not at any time do, or knowingly permit to be done, any acts or omissions which would in any way challenge or impair the rights of OneWeb in and to any of OneWeb's Intellectual Property, or which would affect the validity of any of OneWeb's Intellectual Property (including, without limitation, using any trademarks, tradenames, service marks and/or logos confusingly similar to the OneWeb Marks). Distribution Partner agrees to execute all documents, and provide all information and materials, reasonably required by OneWeb to obtain, maintain, and renew registrations of any of OneWeb's Intellectual Property and if requested by OneWeb, to record this Agreement (or a separate registered user agreement) with appropriate government authorities.

(d) **Pursuit of Infringers**. Distribution Partner shall (1) immediately notify OneWeb of any alleged infringements of OneWeb's Intellectual Property of which it becomes aware and (2) at OneWeb's request, reasonably assist OneWeb in pursuing OneWeb's legal rights against any such infringers.

10. Indemnification Obligations

(a) **Distribution Partner Indemnity**. [***]

(b) **OneWeb Indemnity.**

[***]

(c) **Indemnification Procedures**. The Party seeking indemnification (the "**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") of any claim for indemnity by providing written notice pursuant to this Agreement. With respect to any indemnifiable claim for which such notification is provided, the Indemnifying Party shall have the right to control and bear full responsibility for the defense of such claim (including, without limitation, any settlements). In connection with any indemnification hereunder, (1) the Indemnified Party shall at the cost of the Indemnifying Party, provide assistance and cooperation to the Indemnifying Party as is reasonably necessary for the defense or settlement of such claim, including, without limitation, the filing of all pleadings and other court processes, the provision of all relevant information and documents, and providing reasonable access to relevant employees; (2) the Indemnified Party shall not make any admissions, settlements, or compromises without the prior written consent of the Indemnifying Party; (3) the Indemnified Party shall have the right to participate in the defense of such claim with counsel of its choice at its own expense; and (4) the Indemnifying Party shall not, without the Indemnified Party's consent (such consent not to be unreasonably withheld or delayed) agree to any settlement which (i) contains a stipulation to, or admission of, any liability or wrongdoing on behalf of the Indemnified Party; (ii) consents to any injunction against the Indemnified Party (except an injunction relating solely to the Indemnified Party's continued use of any infringing materials); or (iii) requires any specific performance or non-pecuniary remedy by the Indemnified Party.

<u>11.</u> **<u>Disclaimer of Warranties and Limitation of Liability</u>**

(a) **Disclaimer of Warranties**. Except as expressly stated in this Agreement, the OneWeb Services, the OneWeb Marks, the OneWeb Network and the OneWeb Approved Equipment is provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law, OneWeb disclaims all, and there are no, other warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by law, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of a course of performance, dealing or trade usage. OneWeb does not warrant that use of any or all of the OneWeb Service, the OneWeb Network or the OneWeb Approved Equipment will meet Distribution Partner's requirements, be uninterrupted or error free; provided, however, that the foregoing shall not modify or limit those SLAs contained in Exhibit 2 of this Agreement.

(b) **Limitation of Liability**. [***]

(c) To the maximum extent permitted under applicable Law and except to the extent caused by gross negligence, willful misconduct or fraud, OneWeb and its affiliates shall have no liability under this Agreement and/or to Distribution Partner, Sub-Distributor or End User, nor shall Distribution Partner, Sub-Distributor or End User make any claim against OneWeb or its affiliates, for (1) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Approved Equipment, the OneWeb Services, and/or the OneWeb Network; and/or (2) any acts or omissions of OneWeb or its affiliates made in response to (i) a violation or suspected violation of the AUP; and/or (ii) an emergency response or in compliance with a government order including, without limitation, interruption, deactivation, or diversion of the OneWeb Services. Notwithstanding the foregoing, nothing contained in this Section shall limit Distribution Partners rights under Exhibit 2 of this Agreement to Service SLA Credits (as defined herein) and/or termination for Chronic Performance Problems (as defined herein).

(d) OneWeb shall maintain liability insurance from a reputable third-party insurer in an amount sufficient to cover the indemnities which it has granted under this Agreement.

12. Audit

Distribution Partner shall retain all of its books and records with respect to each Sub-Distributor and End User, including, without limitation, the applicable Service Contracts for, at a minimum, the period of time such Sub-Distributor is distributing or End User is purchasing the OneWeb Services and for two (2) years after expiration of such period of time. OneWeb shall have the right, at its expense, and upon reasonable notice and during working hours, to examine Distribution Partner's books and records to ascertain compliance with this Agreement and/or the OneWeb Services.

13. General

(a) **Notices**. All notices permitted or required by this Agreement shall be deemed duly given when in writing and personally delivered to the Party being notified or when sent by an overnight delivery or courier service, by certified or registered mail (postage prepaid), or email transmission delivered to the address/contact information set forth in the introductory paragraph to this Agreement or to such other address as the Party to whom notice is to be given may have previously furnished to the other Party in the manner set forth herein. Notice so mailed will be deemed effective on the third business day following the date of deposit into the mail, on the date of personal delivery, on the business day after the date of deposit with an overnight delivery or courier service, or on the business day following email transmission. Notwithstanding the foregoing, all references to "written notice(s)" in this Agreement shall not permit email as a proper form of notice.

To Distribution Partner:

Gogo Business Aviation LLC
105 Edgeview Drive, Suite 300
Broomfield, CO 80021
United States of America
Attn: President

With a copy to:

Gogo Business Aviation LLC
105 Edgeview Drive, Suite 300
Broomfield, CO 80021
United States of America
Attn: General Counsel

Notices concerning unpaid amounts will also be sent to:

Gogo Business Aviation LLC
105 Edgeview Drive, Suite 300
Broomfield, CO 80021
United States of America
Attn: Controller

To OneWeb:

Network Access Associates Limited
West Works Building
195 Wood Lane
London, W12 7FQ
United Kingdom
Attn: General Counsel

(b) **Governing Law and Jurisdiction**. This Agreement will be governed by, construed and enforced in all respects in accordance with the laws of the state of New York, USA without regard to any conflict of law provisions. The Parties agree that provisions of the United Nations Convention on

Contracts for the International Sale of Goods shall not apply to this Agreement and are hereby expressly and entirely excluded. The Parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts resident in the borough of Manhattan of New York, USA for all litigation arising out of or relating to this Agreement. The Parties agree that service of any process will be deemed sufficient upon actual delivery of such process at the address provided herein. Each Party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

(c) **Injunctive Relief**. Nothing in this Agreement shall be deemed to prohibit or restrict either Party from (1) seeking injunctive relief or (2) seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Agreement relating to a Party's Confidential Information or Intellectual Property.

(d) **Assignment.**

(1) Subject as set out in Section 13(d)(2) below, Distribution Partner shall not assign any of its rights or obligations hereunder without the prior written consent of OneWeb, which consent shall not be unreasonably withheld, conditioned or delayed. Distribution Partner may assign its interest hereunder to a successor company upon written notice to OneWeb; provided, however, that in the event of a change of control of Distribution Partner or assignment to an entity that is a competitor of OneWeb or which has a material adverse effect on OneWeb's interests, OneWeb may in its absolute discretion terminate this Agreement.

(2) OneWeb may, by written notice to the Distribution Partner, assign its interest hereunder, whether by contingent assignment, grant of security interests, sale of assets, merger, or any other form of transfer; provided that, (i) the assignee or transferee agrees in writing to assume all obligations and liabilities of OneWeb hereunder, and (ii) subject to the ability of the successor company to (a) make show its ability to fulfill the obligations of OneWeb hereunder if requested in a written notice by Distribution Partner and (b) not have a material adverse effect on Distribution Partner's interests; and (iii) the assignee or transferee demonstrates its ability to fulfill the assigned Party's obligations under this Agreement. In the event of an assignment by OneWeb to an entity that is a competitor of Distribution Partner, Distribution Partner may in its absolute discretion terminate this Agreement.

(3) Any assignment in violation of Section 13(d) (Assignment) of this Agreement shall void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(e) **Incorporation by Reference; Entire Agreement; Severability; Amendments and Waivers**. The attachments (including the Exhibits and other OneWeb documents referenced herein) to this Agreement constitute a material part of this Agreement and are incorporated herein by their reference in this Agreement as if restated in full. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all other agreements, understandings, and contracts whether oral or written with respect thereto. If any provision of this Agreement shall be held to be invalid or unenforceable, the other provisions shall remain in full force and effect. Except as provided for in this Agreement, no modification, change, amendment or waiver of any term to this Agreement shall be of any force or effect unless in writing and signed by authorized representatives of both Parties. The waiver or failure of either Party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder under such provision or any other provisions.

(f) **Publicity**. Except as otherwise provided for herein, no Party will issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party hereto. Notwithstanding the foregoing, nothing herein will prohibit any Party from issuing or causing publication of any such press release or public announcement to the extent that such disclosure is upon advice of counsel required by law or stock exchange rules, in which case the Party making such determination will, if practicable in the circumstances, use reasonable efforts to allow the other Party reasonable time to comment on such release or announcement in advance of its issuance.

(g) **Cumulative Remedies**. All remedies provided in accordance with this Agreement are cumulative and are in addition to any and all legal rights of the Parties except as are expressly limited by the terms of this Agreement.

(h) **Force Majeure**. Save for payment obligations under this Agreement, neither Party shall be in default, responsible or held liable under this Agreement for any delay in performance or for non-performance caused by circumstances beyond it's reasonable control, including, without limitation, acts of God, fire, flood, war, government action, terrorism in any form, delays in customs, accident, labor trouble, shortages, or inability to obtain materials, equipment or transportation from suppliers or subcontractors; provided, however, that the affected Party provides the other Party written notice as soon as possible of the existence of such circumstance.

(i) **Relationship of the Parties and No Third Party Beneficiary**. Neither the making of this Agreement nor the performance of any provision hereunder shall be construed to constitute either Party as the agent, employee or legal representative of the other for any purpose, nor shall this Agreement be deemed to establish a joint venture or partnership between OneWeb and Distribution Partner or to create any relationship between the Parties hereto other than that of independent contractors. Neither Party hereto shall have any right or authority to create any obligation, warranty, representation, or responsibility, express or implied, on behalf of the other Party nor to bind the other Party in any manner whatsoever. Nothing in this Agreement grants any person (including, without limitation, all Sub-Distributors and End Users of Distribution Partner) other than the Parties hereto any benefit or legal or equitable right, remedy, or claim, express or implied, except as expressly provided herein and no such person will be deemed a third party beneficiary under or by reason of this Agreement.

(j) **Independent Legal Advice**. The Parties acknowledge that (1) they have received, have had ample time to read, and have read, this Agreement and fully understand its provisions; and (2) they have had an adequate opportunity to be advised by legal and other advisors of their own choice.

(k) **Counterparts and Interpretation**. This Agreement may be executed electronically and in two (2) or more counterparts, which taken together constitute one single contract between the Parties. The titles and headings of the Sections of this Agreement are for reference only and shall not be deemed to modify the substantive provisions of this Agreement. The singular or plural number as used in this Agreement shall each be deemed to include the other wherever the context so indicates.

[SIGNATURE PAGE FOLLOWS]

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

SIGNATURE PAGE TO
ONEWEB
DISTRIBUTION PARTNER AGREEMENT

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Agreement on the date indicated below as of the Effective Date.

Network Access Associates Ltd.	Gogo Business Aviation, LLC.
By: /s/ Neil Masterson	By: /s/ Oakleigh Thorne
Neil Masterson	Oakleigh Thorne
Printed Name	Printed Name
CEO	Chairman and CEO
Title	Title
5/19/2022	5/21/2022
Date	Date

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

Exhibit 1
Distribution Partner's Authorized Vertical Markets and Territories, Authorized OneWeb Services and Pricing

1. **Definitions**. Unless otherwise specified herein, capitalized terms used in this Exhibit 1 shall have the meanings set forth in this Section and/or this Agreement:

"**Activation Date**" means the later of the date for each Specific Site in an Order that is either (i) the applicable Commencement Date; or (ii) the earlier of (a) the date such Specific Site is activated by Distribution Partner or (b) the agreed to Latest Billing Start Date as indicated in an Order for such Specific Site, which if not specified is the date that is ninety (90) days after signature of an Order.

"**Activation Fee**" means fee charged for the assignment of a chargeable OneWeb Service to the OneWeb Approved Equipment.

"**Auto-Renewal Term**" means the applicable auto-renewal term for each Specific Site in an Order for a given Market Offer that will apply after expiration of such Specific Site's then current applicable term or the Minimum Service Duration, unless either Party provides written notice to the other Party no less than sixty (60) days prior to the end of such applicable term of its intent not to renew an Order.

"**Deactivation Fee**" means the fee for the removal of a chargeable OneWeb Service from the OneWeb Approved Equipment.

"**Early Termination Fee**" means an early termination fee in lieu of payment for the OneWeb Services.

"**Market Offer(s)**" means those specific market offers for the OneWeb Services.

"**Minimum Service Duration**" means that minimum term for each Specific Site in an Order for a given Market Offer as calculated from the applicable Activation Date of the OneWeb Service to the end of the applicable minimum term.

"**Minimum Terminal Specification**" means the minimum specifications for a given Market Offer that must be met with regards to the OneWeb Approved Equipment.

"**Monthly Recurring Charge**" or ("**MRC**") means the fixed monthly charges for use of the OneWeb Services that Distribution Partner shall be charged - and is responsible - for regardless of actual usage of the OneWeb Services in a given month.

"**Overage Charges**" means charges incurred under a Volume Plan for any data used over the specified Volume Allowance.

"**Service SLA Credit Cap**" means the monthly credit cap for the Service SLA as a % of the Site Connectivity MRC for each Specific Site on the Market Offer.

"**Suspension Fee**" means the fee charged for the temporary pausing by Distribution Partner of the delivery of the OneWeb Service to any of the OneWeb Approved Equipment.

2. **Authorized Vertical Markets and Territories**

Vertical Market	Territories*	Additional Terms and Conditions
Commercial Aviation	N/A	
Commercial Fixed	N/A	
Commercial Maritime	N/A	
Civil Government	[***]	
Military Government	[***]	

Private Aviation	Global	[***]

Territories and Vertical markets are subject to i) the Commencement Date notice, ii) authorizations and restrictions relevant to any Service Plan, iii) applicable Law and all provisions outlined in this Agreement, including Sanctions; and iv) may be geofenced.

3. Authorized OneWeb Services and Pricing

[***]

** All of the OneWeb Services and each of their attributes that comprise a Market Offer are further defined in Exhibit 2 of this Agreement.

OneWeb and Distribution Partner agree to review and discuss new service plans and charges for OneWeb Services from time to time or at the request of the Distribution Partner.

4. Target Performance Review

4.1 Target Forecast

The table below shows the Distribution Partner's forecast, year by year, of both (i) the number of OneWeb Service plans that will be active at the end of the applicable year and (ii) Service Charges payable.

This forecast will be used by OneWeb as a metric against which to measure Distribution Partner's performance over the Term.

[***]

The forecast above begins on the later of the Commencement Date and earlier of i) first date of availability of production versions of approved OneWeb Approved Equipment as submitted by Distribution Partner, or ii) [***]. ("**Forecast Start Date**"). Each successive year commences on each successive anniversary thereof.

4.2 Performance Review

Distribution Partner performance against forecast to be reviewed as part of the quarterly reviews referred to in Section 4(b)(c) of this Agreement. Forecast deviations will be measured following the end of each forecast year.

Reasonable adjustments may be required to take into account:

- Any relevant gaps in market access for regulatory reasons; and
- OneWeb rejection of Orders

4.3 Effect of Performance Outcomes

At the end of each forecast year:

- If Distribution Partner is operating below the [***]% Threshold, OneWeb may formally request an explanation and DP will provide an appropriate business plan, within 60 days of the end of the year, setting out mitigation to improve forecast levels.
- If Distribution Partner is operating below [***]% of the forecast (the "**Minimum Sales Threshold**") during Year 2 or following, the parties will confer on

appropriate mitigations to improve performance to above the Minimum Sales Threshold by the end of the year following the year the Minimum Sales Threshold was not met. If the Minimum Threshold is not met during the timeframe described above then:

- OneWeb and Distribution Partner may agree on a new forecast, relative to market conditions; or
- [***]

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

Exhibit 2
OneWeb Service Boundary, Service Levels and Description

1. DEFINITIONS

Unless otherwise specified herein, capitalized terms used in this Exhibit 2 shall have the meanings set forth in this Section and/or this Agreement:

"**APIs**" means OneWeb's industry standard application program interface that uses HTTP requests to GET, PUT, POST and DELETE data.

"**Chronic Performance Problem**" means, for the same affected OneWeb Approved Equipment, any three (3) months within a six (6) month rolling period where Distribution Partner receives the Service SLA Credit or OneWeb deviates from any of the Network Performance Metrics, which shall only be effective and applicable for End Users in a given Territory after the third full month from an applicable Commencement Date.

"**Committed Information Rate**" or ("**CIR**") means the rate of all IP packets (header and payload) to or from active OneWeb Approved Equipment, as applicable, as sampled at the PoP.

"**Digital Products**" mean OneWeb's applications.

"**Dynamic Volume Allowance**" means the aggregate total Volume Allowance equal to the sum of all of each active Specific Site's designated Volume Allowance in a given Market Offer. For the avoidance of doubt, when a Specific Site is activated during the applicable billing cycle, the Dynamic Volume Allowance for the remainder of the applicable billing cycle shall increase by a proportion of such Specific Site's designated Volume Allowance in a given Market Offer based the remaining days left in the applicable billing cycle.

"**Emergency Maintenance**" means unscheduled downtime of the OneWeb Services and/or the OneWeb Network (or any portion thereof) outside of Planned Maintenance due to urgent and/or emergency maintenance. OneWeb may carry out Emergency Maintenance without advance notice to Distribution Partner.

"**Fixed Volume Allowance**" means a fixed and set total Volume Allowance in the aggregate as provided for in Exhibit 1 in a Multi-Site Fixed Aggregate Volume Plan.

"**Home PoP**" means a PoP designated as the end of the service boundary for the OneWeb Service at the OneWeb PoP which is Distribution Partner's designated Interconnection Service Type.

"**Interconnection Service Type(s)**" means the following three (3) interconnection service types supported by the OneWeb Network: (A) Cross Connects and (B) Cloud Interconnect as each of the foregoing is defined below in Section 3C of this Exhibit 2.

"**Maximum Information Rate**" or ("**MIR**") means the peak rate of all IP packets (header and payload) to or from active OneWeb Approved Equipment, as applicable, as sampled at the PoP.

"**Multi-Site Dynamic Aggregate Volume Plan**" means a Volume Plan that allows for a number of Specific Sites - up to the maximum number allowed provided for in Exhibit 1 of this Agreement and all of which have the same Market Offer - to share a Dynamic Volume Allowance.

"**Multi-Site Fixed Aggregate Volume Plan**" means a Volume Plan that allows for a number of total available Specific Sites that may be in use consuming bandwidth and the total available Specific Sites that are concurrently in use consuming bandwidth - up to the maximum number allowed for each as provided for in Exhibit 1 of this Agreement and all of which are within the same Market Offer - to share a Fixed Volume Allowance.

"**Named Authorized User**" means a current employee of Distribution Partner with a validly registered and up-to-date account to access the Digital Products.

"**Planned Maintenance**" means preventative maintenance, planned outages and/or expansion of the OneWeb Services or the OneWeb Network as may be necessary to maintain the OneWeb Service and/or the OneWeb Network in satisfactory operating condition, to provide additional system capacity, or to protect the overall performance of the OneWeb Service and/or the OneWeb Network. OneWeb will endeavor to give Distribution Partner at least ten (10) calendar days' prior notice before carrying out any Planned Maintenance.

"**Reference OneWeb Approved Equipment**" means the OneWeb Approved Equipment owned and managed by OneWeb for the purpose of monitoring and management.

"**Service Level(s)**" or ("**SLA**") means those required minimum OneWeb Service levels and/or Network Performance Metrics defined and provided for in Section 4 of this Exhibit 2.

"**Single Site Volume Plan**" means a Volume Plan that allows for a single Specific Site to utilize a Volume Allowance.

"**Site Connectivity Access Type**" means the following three (3) site connectivity access types supported by the OneWeb Network: (A) IP Access, (B) Business Access and (C) IPVPN as each of the foregoing is defined below in Section 3A of this Exhibit 2.

"**Specific Site**" means the specific site where the OneWeb Approved Equipment is located.

"**Unlimited Plan**" means a OneWeb Service plan with access to unlimited data (i.e., no Volume Allowance).

"**Vertical Market**" as specifically identified on Exhibit 1 of this Agreement as it relates to Distribution Partner shall generally mean the following:

- "**Commercial Aviation**" means commercial air transport for the purpose of providing inflight connectivity services;
- "**Commercial Fixed**" means fixed markets including, without limitation, enterprise, community connectivity broadband, and remote outpost;
- "**Commercial Maritime**" means merchant and cargo vessels, passenger vessels, offshore platforms, supply vessels, work boats, fisheries and any other type of marinized commercial platform floating or anchored with or without a hull;
- "**Civil Government**" means any civil government market including, without limitation, civil government buildings facilities, schools and universities, research facilities, weather stations, first responders, police and border control;
- "**Military Government**" means any military government market including, without limitation, defense and military government applications; and
- "**Private Aviation**" means fixed wing aircraft, including, without limitation, turboprop, private and business jets, non-passenger jets and non-governmental aircraft operated by individuals and businesses including those categorized under Part 23, Part 91, Part 91K, Part 135, and other

FAA/EASA or equivalent operators, corporate jets, and other jets designated for private/business use, but excludes scheduled commercial airlines.

"**Volume Allowance**" means the monthly amount of all IP packets (header and payload) in GB to and from the OneWeb Approved Equipment as measured at the OneWeb PoP provided for in Exhibit 1 of this Agreement that is included in the MRC.

"**Volume Plan**" means a OneWeb Service plan with an aggregate Volume Allowance.

2. SERVICE MANAGEMENT BOUNDARY

As illustrated in the below figure, OneWeb's demarcation service management boundary (SMB) for OneWeb's role and responsibility as it relates to the OneWeb Services is the OneWeb facing interfaces on the OneWeb Approved Equipment and at the Home PoP. The actual physical demarcation points of such OneWeb interface will be agreed by OneWeb and Distribution Partner during the Interconnect Service Type stage (discussed below in more detail in Section 3C of this Exhibit 2).

[***]

3. ONEWEB SERVICE DESCRIPTIONS

OneWeb offers the following two (2) OneWeb Service plans:

- Unlimited Plans; and
- Volume Plans consisting of a Single Site Volume Plan, a Multi-Site Dynamic Aggregate Volume Plan or a Multi-Site Fixed Aggregate Volume Plan.

Both a Multi-Site Dynamic Aggregate Volume Plan and Multi-Site Fixed Aggregate Volume Plan become active upon the Activation Date of the first Specific Site within such plan and this establishes the applicable billing cycle for such plan going forward. Thereafter, or at the same time such first Specific Site is activated, additional Specific Sites may be activated under each such plan up to the maximum number allowed for such plan provided for in Exhibit 1 of this Agreement.

Example Plans:

[***]

The OneWeb Services fall into the following categories (as described herein):

- Site Connectivity Access Types;
- Network Slice; and
- Interconnect Service Type.

A. Site Connectivity Access Types.

(1) Description of Site Connectivity Access Types:

i "IP Access" provides an End User with a single Best Effort (as defined below) quality of service with no/equal traffic prioritization.

ii "Business Access" provides the following two (2) levels of priority: (a) high priority connectivity of EF for e.g., Voice Over IP (VOIP) services; and (b) Best Effort connectivity for all other data traffic.

iii "IPVPN" (a) enables End Users to connect remote business sites easily and cost effectively where multiple business critical applications and services require specific support; and (b) ensures committed quality of service with two (2) levels of priority traffic (as discussed below) in addition to Best Effort connectivity for all other data traffic.

The following are other key terms with respect to each of the Site Connectivity Access Types:

- Each Site Connectivity Access Type must be assigned to a Network Slice; and
- Multiple Site Connectivity Access Types may be assigned independently to multiple Network Slices.

(2) Traffic Prioritization: The OneWeb Network shall support the following three (3) classes of traffic prioritization, which will vary as supported per Site Connectivity Access Type as indicated in the table below:

i Expedited Forwarding ("**EF**"): dedicated bearer with highest priority delivery;

ii Assured Forwarding ("**AF**"): dedicated bearer with high priority delivery; and

iii Best Effort ("**BE**"): default bearer with default forwarding class (which is the lowest traffic prioritization level).

Where the Site Connectivity Access Type provides multiple levels of priority, these are defined as additional Classes of Service ("**CoS**"). End Users shall be responsible for marking traffic with the right CoS in both the forward and the reverse path. OneWeb shall preserve these CoS markings between the OneWeb Approved Equipment (Customer Edge handover point) and the PoP (Provider Edge handover point).

[***]

Class	IP Access	Business Access	IPVPN
EF	N/A	Supported	Supported
AF	N/A	N/A	Supported
BE	Supported	Supported	Supported

B. **Network Slice**. OneWeb shall provide one or more Network Slices to create a logical grouping of Site Connectivity Access Types.

(1) Services Support: The following services shall be supported by OneWeb per Network Slice:

- Isolated IP addressing, such that overlapping ranges may be supported among different End User groups, each using their own Network Slice;
- Data pooling, such that allowances may be shared among End Users on the same Network Slice; and
- Routing optimization, such that different Network Slices may be used to 'home' traffic for different End User groups to their preferred Home PoP.

(2) Constraints: The following constraints shall apply to each Network Slice:

- A Network Slice shall support one Interconnect Service Type at one PoP location;

- OneWeb shall allocate each Distribution Partner with a set number (to be agreed to during onboarding) of Network Slices that they can set-up and used for groups of End Users;
- Distribution Partner may request additional Network Slices, to be considered by OneWeb on a per-request basis; and
- Distribution Partner shall be able to manage the configuration of each Network Slice, including, without limitation, logical identifiers (End User IP address range), quality of service, and routing requirements (such as choice of Interconnect Service Type).

(3) Restrictions: Without limiting Distribution Partner's other obligations in this Agreement, in no event shall Distribution Partner employ a Network Slice to derive an unfair pricing advantage or otherwise subvert the terms of this Agreement (including, without limitation, those terms and conditions in Exhibit 1 of this Agreement) as determined by OneWeb in its sole discretion.

C. Interconnect Service Types.

(1) "Cross Connect" provides a physical private interconnect between OneWeb and Distribution Partner at one of OneWeb's PoP locations across the globe for the primary purpose of routing exchange and traffic flow. Multiple Cross Connects can utilize an existing private interconnect between OneWeb and Distribution Partner once it has been installed. The characteristics of each Cross Connect will be agreed between OneWeb and Distribution Partner prior to installation of such Cross Connect.

OneWeb Obligations. For each Cross Connect, OneWeb shall hand traffic to Distribution Partner at the OneWeb PoP(s) interface; and provide Distribution Partner with a letter of authorization to interconnect with OneWeb at the chosen OneWeb PoP(s) where appropriate.

Distribution Partner Obligations. For each Cross Connect, Distribution Partner shall:

a. advise OneWeb of its Autonomous System (AS) number;

b. advise OneWeb of the chosen OneWeb PoP location(s) where they will complete a private interconnect with OneWeb, if Distribution Partner is not at one of the OneWeb PoPs then it needs to order circuits to meet OneWeb at these PoPs;

c. issue the necessary letter of authorizations for the private interconnect physical demarcation points at the OneWeb PoP(s) with OneWeb;

d. agree the physical specifications for the interconnect handoff inside PoP colocation facilities;

e. agree to the parameters necessary to establish the Border Gateway Protocol peering session with OneWeb including IPv4/IPv6 addressing and route advertisements;

f. ensure the IP Packets passed across the OneWeb Network are marked with the applicable Differentiated Services Code Point ("DSCP") markings;

g. ensure the IP Packets passed through the OneWeb Approved Equipment to the OneWeb Network are marked with the applicable DSCP markings;

h. ensure all Private IP Address blocks Distribution Partner intends to allocate have been agreed to with OneWeb;

i. if Distribution Partner requires Public IP Addresses, bring the Public IP Address blocks for allocation to the OneWeb Approved Equipment;

j. provide the Domain Name Server and Dynamic Host Configuration Protocol Services for the OneWeb Approved Equipment; and

k. for Private IP Address, be responsible for Network Address Translations in its domain.

(2) "Cloud Interconnect" provides a direct connection between OneWeb and a Distribution Partner or End-User Virtual Private Cloud in a public cloud provider. OneWeb supports direct connection with the following public cloud providers: Amazon Web Services, Microsoft Azure, Google Cloud, Oracle Cloud, IBM Cloud, Salesforce, and/or Alibaba Cloud.

4. SERVICE LEVELS

This Section outlines the Service Levels that OneWeb provides for the OneWeb Services purchased through Distribution Partner as further described in Exhibit 1 of this Agreement. Notwithstanding

anything contained in this Agreement to the contrary, OneWeb's deviation from the Services Levels (and/or other service issues or incidents) shall not constitute a breach or default of this Agreement, and Distribution Partner's sole and exclusive remedy, if any, for such deviation shall be limited to those Service SLA Credits and termination rights for Chronic Performance Problems expressly provided for in this Section below.

A. Service SLA and Service Credits.

- Service SLA: Where CIR is defined for a given OneWeb Service plan in Exhibit 1 of this Agreement, OneWeb commits to provide the minimum CIR per CoS as further described below in this Section.

- Service SLA Interval Measurement for each CoS:

  [***]

- Service SLA Credit: OneWeb will provide those service credits on the Service SLA as follows (the "**Service SLA Credit**"): [***]% credit on the Site Connectivity MRC for each [***]% degradation when totaling all interval measurements across all applicable CoS intervals, per Specific Site and the Service SLA was not met pursuant to the provisions of this Exhibit 2 with any such Service SLA Credit rounded down to the nearest integer; provided that (i) the maximum Service SLA Credit shall not exceed the Service SLA Credit Cap and (ii) the Service SLA Credit shall only apply to the effected and active OneWeb Approved Equipment that is transmitting and/or receiving mobility or fixed service-related data communications through the OneWeb Network at the time of the Service SLA deviation.

- Examples of Service SLA Credit Calculations: The following are illustrative examples of the Service SLA Credit for each Site Connectivity Access Type with a monthly Service SLA Credit Cap of [***]% per month of the applicable Site Connectivity MRC:

(1) IP Access Example: The following shows an example at a Specific Site of a Site Connectivity Access Type of IP Access with an MIR of [***]Mbps and a CIR for BE traffic

of [***]Mbps that does not meet the required Service SLA and requires a Service SLA Credit:

	BE			
MIR	**CIR**	**Total 1 Hour Intervals in the Calendar Month Window**	**Intervals necessary for OneWeb to achieve [***]Mbps**	**Actual Intervals OneWeb achieved [***]Mbps**
[***]	[***]	[***]	[***]	[***]

In the above chart, OneWeb failed to meet the Service SLA in [***]% (i.e., ([***]% rounded down) of the total intervals. As such, and in this example, the Service SLA Credits = Site Connectivity MRC * [***]%.

(2) Business Access Example: The following shows an example at a Specific Site of a Site Connectivity Access Type of Business Access (which as previously discussed allows for BE and EF traffic priority as well) with an MIR of [***]Mbps, a CIR for BE traffic of [***]Mbps and a CIR for EF traffic of [***]Mbps that does not meet the required Service SLA and requires a Service SLA Credit:

	BE			
MIR	**CIR**	**Total 1 Hour Intervals in the Calendar Month Window**	**Intervals necessary for OneWeb to achieve [***]Mbps**	**Actual Intervals OneWeb achieved [***]Mbps**
[***]	[***]	[***]	[***]	[***]

	EF			
MIR	**CIR**	**Total 5 Minute Intervals in the Calendar Month Window**	**Intervals necessary for OneWeb to achieve [***]Mbps**	**Actual Intervals OneWeb achieved [***]Mbps**
[***]	[***]	[***]	[***]	[***]

Total Intervals: [***]

In the above charts, OneWeb failed to meet the Service SLA in [***]% (i.e., ([***]% rounded down) of the total interval measurements across all applicable CoS intervals. As such, and in this example, the Service SLA Credits = Site Connectivity MRC * [***]%.

(3) IPVPN Example: The following shows an example at a Specific Site of a Site Connectivity Access Type of IPVPN (which as previously discussed allows for BE, AF and EF traffic priority as well) with an MIR of [***]Mbps, a CIR for BE traffic of [***]Mbps, a CIR for AF traffic of [***]Mbps, and a CIR for EF traffic of [***]Mbps that does not meet the required Service SLA and requires a Service SLA Credit:

	BE			
MIR	**CIR**	**Total 1 Hour Intervals in the Calendar Month Window**	**Intervals necessary for OneWeb to achieve [***]Mbps**	**Actual Intervals OneWeb achieved [***]Mbps**
[***]	[***]	[***]	[***]	[***]

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

	AF			
MIR	**CIR**	**Total 5 Minute Intervals in the Calendar Month Window**	**Intervals necessary for OneWeb to achieve [***]Mbps**	**Actual Intervals OneWeb achieved [***]Mbps**
[***]	[***]	[***]	[***]	[***]

	EF			
MIR	**CIR**	**Total 5 Minute Intervals in the Calendar Month Window**	**Intervals necessary for OneWeb to achieve [***]Mbps**	**Actual Intervals OneWeb achieved [***]Mbps**
[***]	[***]	[***]	[***]	[***]

Total Intervals: [***]

In the above charts, OneWeb failed to meet the Service SLA in [***]% (i.e., ([***]% rounded down) of the interval measurements across all applicable CoS intervals. As such, and in this example, the Service SLA Credits = Site Connectivity MRC * [***]% (and not [***]% per month due to the Service SLA Credit Cap of [***]% per month).

B. **Network Performance Metrics**. OneWeb provides the following OneWeb Network metrics (collectively, the "**Network Performance Metrics**"):

(1) Link Availability: OneWeb shall maintain a minimum monthly average Link Availability of at least [***]%. Link Availability is the global average percentage of time that a full or half duplex communication link (packets going back and forth) between input to the Reference OneWeb Approved Equipment and the OneWeb POP hand-off point is available, which is a product of the system availability and location specific effects.

(2) Latency: OneWeb shall maintain a Target Average Network Latency of [***] one-way for the global average of all transmissions as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point during the measured month. The Forward Link ("**FL**") one-way latency is measured as the delay between the OneWeb PoP and the Reference OneWeb Approved Equipment. The Return Link ("**RL**") one-way latency is measured as the delay between the Reference OneWeb Approved Equipment and the OneWeb PoP. The End-to-End latency for a given Reference OneWeb Approved Equipment is defined as the sum of the FL one-way latency and the RL one-way latency as defined above.

(3) Packet Error Loss Rate: OneWeb shall maintain a Target Packet/Delivery Loss of successful packet delivery of [***]% as measured and reported by OneWeb between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point during the measured month. The Packet Error Loss Rate ("**PELR**") definition shall be based on the definitions in IETF RFC 7680 (or similar). Specifically, it shall measure IP packet loss between the Reference OneWeb Approved Equipment and the OneWeb PoP hand-off point. It shall be measured independently for both the FL and the RL. The PELR metric shall be based on standardized UDP and TCP traffic profiles. The measurement protocol shall follow the applicable definitions/recommendations found in IETF RFC 4656 and IETF RFC 5357 (or similar).

C. SLA Claim and Deviation Process; and SLA Exclusions.

(1) SLA Claim and Deviation Process: In order to receive the Service SLA Credit and/or to report a deviation from any of the other SLAs, (i) Distribution Partner must (a) notify OneWeb's Technical Assistance Centre in writing (email sufficient) within fifteen (15) business days of the date on which it believes the particular SLA was not met with sufficient details included in such notice and (b) make a claim for such SLA by another such notice to OneWeb's Technical Assistance Centre within fifteen (15) days of the measurement month; and (ii) OneWeb must confirm in writing (email being sufficient) within fifteen (15) business days of Distribution Partner's second notice whether or not it agrees with Distribution Partner (and if OneWeb disagrees with Distribution Partner, OneWeb shall include the reasons for such disagreement in such notification). OneWeb's records will control for the purposes of confirming whether the particular SLA was not met. The Service SLA Credits and any deviations from any of the other SLAs will be calculated in accordance with OneWeb's records and information recorded by, or on behalf of, OneWeb.

If OneWeb receives a valid claim for Service SLA Credit in accordance with the foregoing process, OneWeb will provide the applicable Service SLA Credit by deducting those Service SLA Credits from amounts due under an invoice within two (2) billing cycles of the final determination date of the claim being validated by OneWeb. Where the Service SLA Credit is due after expiration and/or termination of this Agreement and no further invoices are due to be issued by OneWeb, OneWeb will refund the Service SLA Credit to Distribution Partner in a reasonable period of time.

The failure of Distribution Partner to submit a claim for (y) the Service SLA Credit and/or (z) deviation from any of the SLAs in accordance with the foregoing process will constitute a waiver of any remedy that would have otherwise resulted from such claim.

(2) SLA Exclusions: [***]

D. [***]

5. ONEWEB APPROVED EQUIPMENT

A. OneWeb Obligations. [***]

B. Distribution Partner Obligations. [***]

C. OneWeb Approved Equipment Product Catalogue. Upon request by Distribution Partner, OneWeb shall provide the latest OneWeb Approved Equipment Product Catalogue to Distribution Partner.

6. SERVICE MANAGEMENT

A. Technical Assistance. OneWeb shall (1) make available to Distribution Partner a 24x7x365 Technical Assistance Centre as the focal point of contact for Distribution Partner for post sales technical and network-related questions and for the reporting of incidents on the OneWeb Services; and (2) use reasonable endeavors to remedy any reported incidents and to respond within those targets indicated below based on their impact and urgency (as determined by OneWeb in its sole discretion).

Severity Guidelines

Incident Severity Level	Definition
Severity 1 (Critical)	Indicates a complete End User traffic outage or unusable throughput impacting such End User globally or regionally
Severity 2 (High)	Impairing or intermittent issues but no loss of traffic flow with low business impact; or loss of service at a single site
Severity 3 (Medium)	Degraded service, but still able to use the service (e.g., with a work around in place); or time sensitive questions or queries
Severity 4 (Low)	Non urgent enquiry or information request

Acknowledgements and Updates on Incidents		
Incident Severity Level	**Initial Response Target**	**Update Frequency (Until Resolved)**
Severity 1 (Critical)	Within 15 minutes	Every 1 hour
Severity 2 (High)	Within 1 hour	Every 4 hours
Severity 3 (Medium)	Within 8 hours	Once every business day
Severity 4 (Low)	Within 24 hours	Once per week

B. **Tooling and Automation**. With respect to any of APIs provided by OneWeb, Distribution Partner shall (1) adopt such API interfaces and choose their technical stack to interface therewith; and (2) be responsible for making any modifications and associated costs for interfacing with such APIs. With respect to any Digital Products provided by OneWeb, (i) OneWeb shall provide access to Digital Products to only Named Authorized Users; and (ii) Distribution Partner shall be:

- responsible and liable for all acts and/or omissions of Named Authorized Users, including, without limitation, any conduct occurring under such Named Authorized Users account even if such conduct was not authorized by Distribution Partner;
- be in charge of the distribution, management and maintenance of each Named Authorized Users unique account (including, without limitation, the associated password and ensuring each Named Authorized Users account is not used by more than one employee of Distribution Partner); and
- immediately terminate access to any person who ceases to be or qualify as a Named Authorized User.

<u>7.</u> <u>VOLUME PLAN SPECIFIC PROVISIONS</u>

A. **Overages and Additional Data Increment Purchases**. If the maximum allowed Volume Allowance on any Volume Plan is reached before the end of the applicable billing cycle, OneWeb provides of the following options to Distribution Partner to ensure continuation of the OneWeb Service:

- Automatic Agreed To Addition: Data increments are automatically added to the Volume Plan when the maximum allowed Volume Allowance has been reached at the size and cost of such data increments provided for in Exhibit 1 of this Agreement; or
- Orders Required: Data increments are ordered by Distribution Partner - at any time within a billing cycle - and added to the Volume Plan only after such Order is processed by

OneWeb at the size and cost of such data increments provided for in Exhibit 1 of this Agreement. If additional data increments are needed but not ordered by Distribution Partner, OneWeb shall continue the OneWeb Service and Distribution Partner shall be charged - and is responsible - until the end of the applicable billing cycle for every additional data increment used at the size and cost of such data increments provided for in Exhibit 1 of this Agreement.

B. **Measurement under Volume Plans**. The following applies for all Volume Plans:

- Monthly data usage resets to zero at the end of a billing cycle;
- Any unused data from the maximum allowed Volume Allowance or added data increments purchased under Section 7A of this Exhibit 2 do not carry over to the next billing cycle and thereafter, such unused data / added data increments expire and are no longer usable; and
- The minimum data measurement increment is always rounded up to the nearest GB.

C. **Service Suspension under Multi-Site Volume Plans**. For Multi-Site Dynamic Aggregate Volume Plans or Multi-Site Fixed Aggregate Volume Plans that expressly allow for individual Specific Site suspension and reactivation in Exhibit 1 of this Agreement, Distribution Partner shall notify OneWeb of the suspension and reactivation dates for a Specific Site no later than thirty (30) days prior to the start of any applicable suspension or reactivation. Thereafter, and solely as it relates to Multi-Site Dynamic Aggregate Volume Plans, the Dynamic Volume Allowance will be decreased for suspensions or increased for reactivations and allocated the correct proportion of the suspended or reactivated Specific Site's designated Volume Allowance in a given Market Offer based the remaining days left in the affected billing cycle.

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

Attachment 1 to Exhibit 2
Reseller Certificate
(SUBJECT TO UNIVERSAL SERVICE FUND ONLY)

Annual Federal Universal Service Fund
Certification Form for OneWeb/DP

Please check the appropriate box, complete certification section and return to OneWeb not later than thirty (30) days after execution of this Agreement.

My company purchases all services for resale.

My company purchases all services in the account numbers listed below for resale.

Account Number

My company purchases the services identified below for resale.

Account Number	Identification of Resale Services

I certify under penalty of perjury that my company is purchasing service(s) for resale, at least in part, and that my company is incorporating the purchased services into its own offerings which are, at least in part, assessable U.S. telecommunications or interconnected Voice over Internet Protocol ("VoIP") services. I also certify under penalty of perjury that my company either directly contributes or has a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenues from offerings that incorporate the purchased services.

Full Legal Name of DP: ______________________
Legal Address: ______________________

Form 499 Filer ID: ______________________

Certified by: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

Name of Contact Person: ______________________
Phone and Email of Contact Person: ______________________

Certain information identified by “[***]” has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

Exhibit 3
Distribution Partner’s Obligations to Sub-Distributors and End Users; and Required Flow-down Provisions in all Service Contracts

This Exhibit 3 contains the following two (2) parts: Part I, Distribution Partner’s general obligations to its Sub-Distributors and End Users; and Part II, providing Distribution Partner (and its Sub-Distributors, as applicable) with the specific flow-down provisions required in all Service Contracts and which apply where Distribution Partner is itself an End User. Unless otherwise specified herein, capitalized terms used in Exhibit 3 will have the meanings attributed to them in this Agreement.

Part I - General Obligations of Distribution Partner to Sub-Distributors and End Users.

(a) For all Sub-Distributors and/or End Users, Distribution Partner shall (1) enter into Service Contracts (and/or cause its Sub-Distributors to do the same with respect to End Users and Sub-Distributors as applicable); (2) ensure Sub-Distributor and/or End User abide by the terms and conditions of its applicable Service Contract; and (3) provide only the OneWeb Approved Equipment to be used solely with the OneWeb Service. Additionally, and where Distribution Partner is itself an End User, (A) Part II(b) of this Exhibit 3 shall apply to Distribution Partner and Distribution Partner shall abide by all such terms and conditions contained therein as an End User; and (B) no separate Service Contract shall be required.

(b) Distribution Partner may use its own template for any Service Contracts so long as each Service Contract meets the following requirements:

(1) contains, at a minimum: (A) when a Service Contract is with a Sub-Distributor, or terms that are consistent with and no less restrictive than those required Sub-Distributor flow-down provisions provided below in Part II(a); and (B) when a Service Contract is with an End User, or terms that are consistent with and no less restrictive than those required End User flow-down provisions provided below in Part II(b) (the “**End User Flow-down Provisions**”); and

(2) does not contain any terms or conditions that are inconsistent with the terms and conditions of this Agreement (including, without limitation, this Exhibit 3).

(c) Additionally, and with respect to all Service Contracts, Distribution Partner shall be solely responsible (at its expense) for the following:

(1) any acts or omissions by each Sub-Distributor and/or End User in violation of its applicable Service Contract;

(2) performing all obligations set forth in any Service Contract including, without limitation, performing and providing all necessary (A) credit risk / know your customer analysis related thereto, (B) accounting, billing, and collections activities related thereto and (C) support to resolve all technical and non-technical issues in connection with Sub-Distributors distribution of the OneWeb Services and/or End User’s access and use of the OneWeb Services; and

(3) enforcing any provisions of a Service Contract against the applicable Sub-Distributor and/or End User when requested to do so by OneWeb.

(d) Notwithstanding anything contained in this Agreement to the contrary, all of Distribution Partner’s obligations to OneWeb in this Agreement (including, without limitation, its indemnification and defense obligations to OneWeb) shall remain in full force and effect even in the event that Distribution Partner breaches its obligation in Part I(a)-(b) of this Exhibit 3.

Part II - Required Flow-down Provisions in all Service Contracts.

(a) Sub-Distributor Service Contracts. Through a Service Contract, and subject to the terms and conditions of this Agreement, Distribution Partner shall provide each of its Sub-Distributors and each of its Sub-Distributors shall accept, a limited, non-exclusive, non-transferable, non-sublicensable license to resell directly (or indirectly solely through its own Service Contract with its own Sub-Distributor) the OneWeb Services only to End Users on terms and conditions at least as restrictive as those on Distribution Partner, which are set forth in this Agreement. Prior to Sub-Distributor committing to provide the OneWeb Services to an End User, each End User shall enter into a Service Contract with Sub-Distributor that contains - at a minimum - the End User Flow-down Provisions (with changes made to the language below to account for Sub-Distributor being in privity of contract with End User rather than Distribution Partner) and does not contain any terms or conditions that are inconsistent with the terms and conditions of this Agreement (including, without limitation, those terms and conditions contained in this Exhibit 3). Upon written notice, each of Distribution Partner's Service Contract with a Sub-Distributor is freely assignable - without Sub-Distributor's consent - to OneWeb or any of its affiliates.

(b) End User Service Contracts. The following provisions or terms that are consistent with and no less restrictive than these provisions are required in all Service Contracts with End Users:

(1) Service Description. Subject to the terms and conditions of this Service Contract, Distribution Partner shall provide End User with the OneWeb Services.

(i) OneWeb Approved Equipment. The OneWeb Approved Equipment shall be used solely with respect to the OneWeb Services and the site address of the OneWeb Approved Equipment may not be changed without OneWeb's consent.

(ii) End User Support. Distribution Partner shall provide twenty-four (24) hours a day, seven (7) days a week support for any and all issues with the OneWeb Services.

(2) End User Obligations. End User shall provide Distribution Partner with (i) all required provisioning information to enable OneWeb to fulfill End User's order for the OneWeb Services; (ii) all other necessary information for OneWeb to resolve any other issues with End User (including, without limitation, End User's use of the OneWeb Services); and (iii) immediate notice of any suspected security breach of any End User system connected to (or providing access to) the OneWeb Services and/or the OneWeb Network (including, without limitation, the OneWeb Approved Equipment).

(3) License Grant and Restrictions.

(i) License Grant. End User hereby grants to Distribution Partner, OneWeb and/or each of their respective affiliates an irrevocable, perpetual, non-exclusive, royalty-free (for no additional remuneration whatsoever) license to any System Data in an anonymized manner for (A) all purposes for which Distribution Partner, OneWeb and/or each of their respective affiliates do business; (B) use for purposes of product and service enhancements and/or developments; and (C) use in any other commercial manner.

(ii) Restrictions. End User shall not (A) copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the OneWeb Service; (B) create or attempt to create a substitute/competitive product or service using the OneWeb Service under any circumstances; and/or (C) permit either direct or indirect use of the OneWeb Service by any third party (except as expressly set forth in this Service Contract).

(iii) OneWeb Intellectual Property Rights. All Intellectual Property rights of OneWeb are deemed Confidential Information of OneWeb.

(4) Representations and Warranties.

(i) General. End User represents, warrants and covenants that (A) use of the OneWeb Service is for its own internal use and not for resale (or to be bundled) by End User; (B) it has obtained any necessary consents and permissions for all provisioning information (however submitted) of End User and such provisioning information is accurate, reliable and complete, and that End User will update such provisioning information as needed on a timely basis; and (C) it shall not engage in any practices that may harm or be detrimental to OneWeb, the OneWeb Marks, OneWeb's brand and/or the public image, reputation or goodwill of OneWeb.

(ii) Compliance with Laws. End User represents, warrants and covenants to comply with all Laws (including, without limitation, Anti-Corruption Laws and all applicable export control laws and regulations) in connection with its performance under this Service Contract, including, without limitation, (A) obtaining and/or maintaining all regulatory and legal licenses and certifications, governmental or otherwise necessary for End User's performance under this Service Contract; (B) furnishing to Distribution Partner all documentation legally required in connection with the exportation or importation of the OneWeb Services; and/or (C) complying with any conditions or restrictions on the provision of the OneWeb Services and/or the OneWeb Approved Equipment.

(ii) Sanctions. End User represents, warrants and covenants to (A) comply with all applicable Sanctions; and (B) not deliver, transfer, export, or re-export any of the OneWeb Services, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (w) designated or identified on any list of persons that are the subject or target of Sanctions, including, without limitation, the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK; (x) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine; (y) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (A) or (B); or (z) otherwise the subject or target of Sanctions.

(5) Termination and Suspension.

(i) In the event that Distribution Partner Agreement between OneWeb and Distribution Partner under which the applicable OneWeb Services are resold to End User is terminated for any reason, then this Service Contract shall immediately terminate unless otherwise agreed to in writing by OneWeb.

(ii) Notwithstanding anything in this Service Contract to the contrary and in addition to Distribution Partner's rights set forth in this Service Contract or under applicable Laws, Distribution Partner may - at its option but subject to the direction of OneWeb - either immediately terminate this Service Contract or suspend the provision of the OneWeb Services under this Service Contract upon notice to End User in the event that Distribution Partner and/or OneWeb determines, each in their sole discretion, that (A) End User has breached Part II(b)(3) (License Grant and Restrictions) and/or (ll)(b)(4) (Representations and Warranties); (B) End User does not have the necessary OneWeb Approved Equipment; (C) End User fails to pay fees when due under this Service Contract; and/or (D) End User has failed to comply with any provision of Part II(b)(8) (Acceptable Use Policy) herein.

(iii) In cases of chronic, extreme or an ongoing violation of the AUP, as determined by OneWeb's sole discretion without notice, the OneWeb Approved Equipment and/or End User's use of the OneWeb Service and the OneWeb Network may be suspended by OneWeb, temporarily or permanently, and the OneWeb Services may be terminated by OneWeb if Distribution Partner fails to cause the OneWeb Approved Equipment and/or End User to cure the violating conditions within five (5) days following a subsequent notification from OneWeb to Distribution Partner of the same.

(6) No Right of Indemnification Against OneWeb. End User acknowledges and agrees that it shall have no right to seek, and shall not seek, any indemnification (or defense obligations) from OneWeb.

(7) Conditions and Limitations and Disclaimer of Warranties.

(i) End User acknowledges and agrees that OneWeb and/or Distribution Partner may (A) share with each other any and all relevant information, including, but not limited to, Confidential Information of End User relating to this Service Contract and/or the OneWeb Services provided herein; and (B) request End User to take reasonable action against its end users or vendors directly to prevent a breach of this Service Contract.

(ii) Notwithstanding anything contained in this Service Contract to the contrary, Distribution Partner, OneWeb and each of their respective affiliates shall not be liable to End User, nor shall End User make any claim against any of the foregoing parties, for (A) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the OneWeb Approved Equipment, the OneWeb Services and/or the OneWeb Network; and/or (B) any acts or omissions of Distribution Partner, OneWeb and each of their respective affiliates made in response to (y) a violation or suspected violation of the AUP; or (z) an emergency response or in compliance with a government order (including, without limitation, interruption, deactivation, or diversion of the OneWeb Services).

(iii) The OneWeb Services, the OneWeb Network and the OneWeb Approved Equipment is provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable Law, Distribution Partner and OneWeb disclaim all, and there are no, warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by law, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of course of performance, dealing or trade usage. Specifically, Distribution Partner and OneWeb do not warrant that use of any or all of the OneWeb service, the OneWeb Network and/or the OneWeb Approved Equipment will meet End User's requirements, be uninterrupted or error free.

(8) Acceptable Use Policy. OneWeb's acceptable use policy for the OneWeb Services and the OneWeb Network is attached hereto as Attachment 1 to Part II- of this Exhibit 3 (collectively, the "Acceptable Use Policy" or the "AUP ").

(9) Audit. Distribution Partner shall have the right, at its expense, and upon reasonable notice to audit End User's compliance with the terms of this Service Contract and/or the OneWeb Services.

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

ATTACHMENT 1 TO PART II - OF EXHIBIT 3
ACCEPTABLE USE POLICY

(i) **Fair Access Policy**. To ensure that all of OneWeb's partners, customers and End Users have equitable access to the OneWeb Network and to avoid unfair and disruptive use of the OneWeb Network, OneWeb has implemented a Fair Access Policy ("FAP"), which is a part of the AUP and establishes an equitable balance in accessing and using the capacity of the OneWeb Network. OneWeb has the right to (A) measure and monitor the OneWeb Network for upload and download activity; (B) restrict applications that cause disruption of data transfer rates and poor performance of the OneWeb Service or the OneWeb Network; and (C) use other traffic management, shaping and prioritization at its discretion. OneWeb may reduce data speeds at any time if any of the OneWeb Approved Equipment data usage exceeds an identified threshold with such data usage calculated based on a combination of all inbound and outbound data from the OneWeb Approved Equipment. If any End User or the OneWeb Approved Equipment engages in excessive upload and download data activity and contributes to any disruption of the OneWeb Service or the OneWeb Network, OneWeb is authorized to temporarily restrict the transfer rate at which such OneWeb Approved Equipment and/or End User can send and receive data over the OneWeb Network without liability. In most cases, the restriction on the OneWeb Approved Equipment and/or End User transfer rate will last until the end of the then-current data allowance period for the OneWeb Services. If the OneWeb Approved Equipment and/or End User again engages in excessive upload and download data activity following the restoration of normal transfer rate after commencement of a new data allowance period, OneWeb may further temporarily restrict such transfer rate. Excessive use shall be determined by OneWeb in its sole discretion, based on the limits associated with the OneWeb Approved Equipment and/or the OneWeb Services and pro-rata allocation of network capacity across all of OneWeb's sub-distributors and each of OneWeb's (and its sub-distributor's) end users simultaneously using the OneWeb Network at any point in time. Excessive use includes, without limitation, the use of web cameras, voice or VoIP services, peer to peer file sharing or gaming software applications, streaming media and excessively large file downloads or uploads. Restriction of the transfer rate permitted to a particular OneWeb Approved Equipment and/or End User as described above will reduce the speed at which such OneWeb Approved Equipment and/or End User can upload and download data, but will not altogether prevent the use of the OneWeb Service and the OneWeb Network by such OneWeb Approved Equipment and/or End User.

(ii) **Content and Security**. End User acknowledges and agrees that (A) access to the Internet and all messages/content through the OneWeb Services and/or the OneWeb Network is done so at End User's sole risk and End User assumes all responsibility, risk and liability for any claims, liability or damages with respect to the OneWeb Services and/or the OneWeb Network (1) for the security, confidentiality and integrity of such messages/content, (2) for the application of security policies designed to prevent unwanted or unauthorized activity or access thereto and/or (3) arising from any use of and/or access to the Internet through its account by any person (even if such use was unauthorized) and, with respect to the foregoing subsections (1)-(3), End User shall take responsibility for the implementation of suitable data archiving or other housekeeping activities which could minimize the effect of any of the foregoing; (B) the reliability, availability, legality, performance and other aspects of resources and content accessed through the Internet are beyond OneWeb's reasonable control and are not in any way warranted, endorsed or supported by OneWeb and accordingly OneWeb is not responsible or liable for any content, advertising, products, or other materials on or available from sites or resources available through the OneWeb Network and OneWeb Services, including, without limitation, the absence of bugs, errors or viruses, accuracy or reliability of any material or claims contained therein; (C) safeguards related to copyright, ownership, appropriateness, reliability, legality and integrity of content may be unsuitable, insufficient or entirely absent with respect to the Internet and content accessible through it; (D) the Internet is an inherently insecure medium and understands that OneWeb does not represent, warrant, covenant and/or guarantee the security or integrity of any communications made or received using the OneWeb Services or OneWeb Network; and (E) it will ensure that it has the legal authority (based on copyright, trademark, contract, or other body of law) for the transmission and duplication of any programming, content, or other materials that it transmits-directly or indirectly - over the OneWeb Service and/or the OneWeb Network.

(iii) **Prohibited Activities**. As determined by OneWeb (in its sole discretion), and in addition to the foregoing subsections (i) and (ii) above, End User shall not undertake, or attempt to undertake any use of the OneWeb Network and/or the OneWeb Services in a manner that is (A) inconsistent with the rights of other users of the OneWeb Network and/or this [name of Service Contract]; and/or (B) unethical, unlawful, abusive, excessive, fraudulent or otherwise an unacceptable use, including, without limitation, the following:

(1) posting, disseminating, spamming, storing or transmitting unsolicited messages or unsolicited email (commercial or otherwise);

(2) posting, uploading, disseminating, storing or transmitting material of any kind or nature that, to a reasonable person, may be abusive, obscene, harmful, hateful, pornographic, defamatory, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, grossly offensive, vulgar, threatening, malicious, a nuisance, racially or ethnically offensive or otherwise objectionable;

(3) hacking into, breaching, scanning vulnerability of /or unauthorized access to data, systems or networks;

(4) unauthorized monitoring of data or traffic on any network system;

(5) transmitting viruses and/or interfering or disrupting service to any other user, host or network;

(6) forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting;

(7) relaying mail via another site's mail server without express permission of that site;

(8) impersonating any person or entity, including any OneWeb employee or representative;

(9) disclosing passwords or other means for accessing the OneWeb Service, operating and provisioning platforms, APIs or OneWeb Network to any third party, or otherwise facilitating unauthorized access thereto;

(10) using the OneWeb Services or the OneWeb Network in any jurisdiction where they are not licensed or authorized;

(11) avoiding fees or charges for the OneWeb Services;

(12) using any VoIP service for forwarding US toll-free numbers internationally; and/or

(13) duplicating, using before or after the valid viewing dates, or otherwise violating the copyright and distribution agreements for content available through the OneWeb Services and/or the OneWeb Network.

Certain information identified by "[***]" has been excluded from this exhibit because it is both not material and is the type that Gogo Inc. treats as private or confidential.

Exhibit 4
OneWeb Branding Guidelines

As indicated in this Exhibit 4, Distribution Partner shall submit for OneWeb's prior written approval any promotional materials bearing the OneWeb Marks (the "**Promotional Materials**") at least ten (10) business days prior to: (A) fabrication, if the OneWeb Mark is to be printed in physical form, or (B) its planned release, if the OneWeb Mark is to be distributed digitally. For the avoidance of doubt, the Promotional Materials include, without limitation, any materials used in public relations, social media, sponsorship, packaging, labeling, hang tags, advertising materials, product brochures, websites, events and display materials that bear the OneWeb Marks. All such Promotional Materials with details of which publication or where they are to be reproduced shall be submitted electronically to OneWeb at the following email address: communications@oneweb.net. All properly submitted Promotional Materials shall be subject to approval by OneWeb within five (5) business days of receipt.

Distribution Partner shall not directly or indirectly (such as through its Sub-Distributors and/or End Users) bring disrepute to or in any manner impair or damage the OneWeb Marks or the image, reputation or goodwill associated with the OneWeb Marks. From time to time, and in addition to OneWeb's rights contained in Section 12 (Audit) of this Agreement, OneWeb shall have the right to review Distribution Partner's use of the OneWeb Marks (including, without limitation, in the Promotional Materials) to ensure that the Guidelines are being adhered to and that the image, reputation and goodwill associated with the OneWeb Marks is not being adversely affected by Distribution Partner, its Sub-Distributors or its End Users. At OneWeb's request, Distribution Partner shall provide to OneWeb descriptions of such use and representative samples of Promotional Materials. If OneWeb reasonably determines that such use of the OneWeb Marks and/or the Promotional Materials are of a type or quality that is inconsistent with the terms of this Agreement (including, without limitation, the Guidelines), or is likely to affect the image, reputation, or goodwill associated with the OneWeb Marks, then Distribution Partner shall improve such use of the OneWeb Marks and/or such Promotional Materials to a quality that is consistent with the terms of this Agreement (including, without limitation, the Guidelines), and that does not adversely affect the image, reputation, or goodwill associated with the OneWeb Marks, as reasonably determined by OneWeb. If Distribution Partner fails to make such improvements, as reasonably determined by OneWeb, Distribution Partner must immediately discontinue its use of the OneWeb Marks and the Promotional Materials.

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, Oakleigh Thorne, 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 5, 2024

/s/ Oakleigh Thorne
Oakleigh Thorne
Chief Executive Officer and Chair of the Board
(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, Jessica G. Betjemann, 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 5, 2024

/s/ Jessica G. Betjemann

Jessica G. Betjemann
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, Oakleigh Thorne, Chief Executive Officer and Chair of the Board 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, 2024 (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 5, 2024

/s/ Oakleigh Thorne
Oakleigh Thorne
Chief Executive Officer and Chair of the Board
(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, Jessica G. Betjemann, 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, 2024 (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 5, 2024

/s/ Jessica G. Betjemann

Jessica G. Betjemann
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)