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

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**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER*  
**THE SECURITIES ACT OF 1933**

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**Gogo Inc.**

(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**98-1567584**  
(I.R.S. Employer  
Identification Number)

**105 Edgeview Dr., Suite 300  
Broomfield, Colorado 80021**  
(Address of Principal Executive Offices) (Zip Code)

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**RESTRICTED STOCK UNIT AGREEMENT (MOORE)  
RESTRICTED STOCK UNIT AGREEMENT (COTNER)  
RESTRICTED STOCK UNIT AGREEMENT (CHRISTENSEN)  
RESTRICTED STOCK UNIT AGREEMENT (KELLER)  
RESTRICTED STOCK UNIT AGREEMENT (OLSON)  
RESTRICTED STOCK UNIT AGREEMENT (QUARLESS)  
RESTRICTED STOCK UNIT AGREEMENT (ESPOSITO)  
RESTRICTED STOCK UNIT AGREEMENT (COOK)**  
(Full title of the plan)

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**Crystal L. Gordon**  
Executive Vice President, General Counsel,  
Chief Administrative Officer, and Secretary  
**105 Edgeview Dr., Suite 300  
Broomfield, CO 80021**  
(Name and address of agent for service)

**(303) 301-3271**  
(Telephone number, including area code, of agent for service)

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*Copies to:*

**Matthew R. Pacey, P.C.  
Anthony L. Sanderson  
Kirkland & Ellis LLP  
609 Main Street  
Houston, TX 77002  
Telephone: (713) 836-3600  
Fax: (713) 836-3601**

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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   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
Emerging growth company

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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 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

This registration statement on Form S-8 (this “Registration Statement”) is being filed for the purpose of registering an aggregate of 2,275,000 shares of common stock, par value \$0.0001 per share (“Common Stock”), consisting of:

- (i) up to 2,000,000 shares of Common Stock that may be issued upon the vesting and settlement of the inducement award granted to Mr. Christopher Moore as a material inducement for his employment with Gogo Inc. (the “Registrant” or the “Company”) as Chief Executive Officer, consisting: (a) 50% in the form of time-based restricted stock units (“RSUs”), and (b) 50% in the form of performance-based restricted stock units (“PSUs”), each in accordance with the terms of the Restricted Stock Unit Agreement, by and between the Registrant and Mr. Christopher Moore;
- (ii) up to 100,000 shares of Common Stock that may be issued upon the vesting and settlement of the inducement award granted to Mr. Zachary Cotner as a material inducement for his employment with the Registrant as Chief Financial Officer, consisting: (a) 50% in the form of RSUs, and (b) 50% in the form of PSUs, each in accordance with the terms of the Restricted Stock Unit Agreement, by and between the Registrant and Mr. Zachary Cotner;
- (iii) up to 50,000 shares of Common Stock that may be issued upon the vesting and settlement of the inducement award granted to Mr. Michael Christensen as a material inducement for his employment with the Registrant as Executive Vice President, Chief Commercial Officer, consisting entirely in the form of RSUs and in accordance with the terms of the Restricted Stock Unit Agreement, by and between the Registrant and Mr. Michael Christensen; and
- (iv) up to 25,000 shares of Common Stock that may be issued upon the vesting and settlement of RSUs granted to each of Messrs. Jeffrey Keller, Hayden Olson, Colin Quarless, Matthew Esposito and Nicholas Cook in accordance with the terms of each of the respective Restricted Stock Unit Agreements, by and between the Registrant and each of Messrs. Jeffrey Keller, Hayden Olson, Colin Quarless, Matthew Esposito, and Nicholas Cook as a material inducement for each of their employment with the Company as Senior Vice President, Global Networks & Infrastructure; Executive Vice President, General Manager, SD Government; Executive Vice President, Business Development and Strategy; Senior Vice President, Global Customer Operations and Vice President, Flight Deck Services, respectively.

The RSUs and PSUs (together, the “Inducement Awards”) were approved by the compensation committee of the Registrant’s board of directors in reliance on the employment inducement exception to shareholder approval provided under Nasdaq Listing Rule 5635(c)(4). Though not awarded pursuant to the Company’s 2024 Omnibus Equity Incentive Plan (the “2024 Plan”), the Inducement Awards have been issued subject to the terms and conditions of the 2024 Plan.

Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also includes an indeterminate number of additional shares of Common Stock that may become issuable under the Inducement Awards by reason of anti-dilution and other adjustments.

**PART I**

**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

**Item 1. Plan Information.\***

**Item 2. Registrant Information and Employee Plan Annual Information.\***

\* The information specified in Items 1 and 2 of Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of this Registration Statement will be sent or given to Messrs. Christopher Moore, Zachary Cotner, Jeffrey Keller, Hayden Olson, Michael Christensen, Colin Quarless, Matthew Esposito and Nicholas Cook, as applicable, as required by Rule 428(b) under the Securities Act. Such documents are not required to be and are not being filed with the Securities and Exchange Commission (the "SEC" or the "Commission"), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The Company hereby incorporates by reference in this Registration Statement the following:

- the Annual Report on [Form 10-K](#) for the period ended December 31, 2023, filed by the Company with the SEC on February 28, 2024 (the “Annual Report”), including the portions of the Company’s Definitive Proxy Statement on Schedule 14A filed in connection with the Company’s 2024 annual meeting of stockholders that are incorporated by reference in the Annual Report;
- the Quarterly Reports on Form 10-Q for the periods ended March 31, 2024, June 30, 2024 and September 30, 2024, filed by the Company with the SEC on [May 7, 2024](#), [August 7, 2024](#) and [November 5, 2024](#), respectively;
- the Current Reports on Form 8-K, filed by the Company with the SEC on [January 5, 2024](#), [April 2, 2024](#), [June 6, 2024](#), [July 23, 2024](#), [September 24, 2024](#), [September 30, 2024](#), the Current Report on Form 8-K/A filed by the Company with the SEC on [October 1, 2024](#), the Current Reports on Form 8-K, filed by the Company with the SEC on [November 21, 2024](#), [December 3, 2024](#), [December 9, 2024](#), and the Current Reports on Form 8-K/A filed by the Company with the SEC on [January 14, 2025](#) and [February 18, 2025](#); and
- the description of the Company’s Common Stock contained in [Exhibit 4.3](#) to the Company’s Annual Report on Form 10-K for the year ended December 31, 2023, filed by the Company with the SEC on February 28, 2024, including any amendment or report filed to update such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to which this Registration Statement relates, which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing or furnishing of such documents.

Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Notwithstanding the foregoing, no information is incorporated by reference in this Registration Statement where such information under applicable forms and regulations of the SEC is not deemed to be “filed” under Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, unless the report or filing containing such information indicates that the information therein is to be considered “filed” under the Exchange Act or is to be incorporated by reference in this Registration Statement.

#### Item 4. Description of Securities.

Not applicable.

#### Item 5. Interests of Named Experts and Counsel.

Not applicable.

## Item 6. Indemnification of Directors and Officers.

Set forth below is a description of certain provisions of the Company's amended and restated certificate of incorporation, amended and restated bylaws and Delaware law as such provisions relate to the Company's directors and officers. This description is intended only as a summary and is qualified in its entirety by reference to the Company's amended and restated certificate of incorporation, amended and restated bylaws and Delaware law.

*Delaware General Corporation Law.* Under Section 145 of the Delaware General Corporation Law (the "DGCL"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding (i) if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe such conduct was unlawful. In actions brought by or in the right of the corporation, a corporation may indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the Court of Chancery or other such court shall deem proper. To the extent that such person has been successful on the merits or otherwise in defending any such action, suit or proceeding referred to above or any claim, issue or matter therein, he or she is entitled to indemnification for expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. The indemnification and advancement of expenses provided for or granted pursuant to Section 145 of the DGCL is not exclusive of any other rights of indemnification or advancement of expenses to which those seeking indemnification or advancement of expenses may be entitled, and a corporation may purchase and maintain insurance against liabilities asserted against any former or current, director, officer, employee or agent of the corporation, or a person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether or not the power to indemnify is provided by the statute.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director or officer of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for any breach of the director's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions, or for any transaction from which the director derived an improper personal benefit. Our amended and restated certificate of incorporation provides for such limitation of liability for directors.

*Certificate of Incorporation.* Our amended and restated certificate of incorporation provides that we shall, to the fullest extent authorized by the DGCL, indemnify any person who is or was a director or officer of the Company or its subsidiaries. We may, by action of our board of directors, provide indemnification and advancement of expenses to such other employees and agents of the Company or its subsidiaries to such extent and to such effect as the board of directors shall determine to be appropriate and authorized by the DGCL. Our amended and restated certificate of incorporation provides that no director of the Company shall be personally liable to the Company or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or our stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

*Bylaws.* Our amended and restated bylaws provide that we shall, to the fullest extent permitted by law, indemnify any person made or threatened to be made a party or is otherwise involved in any action, suit or proceeding (whether civil, criminal or otherwise) by reason of the fact that he or she, (x) is or was a director or officer of the Company, (y) while serving as a director or officer of the Company, is or was serving, or agreed to serve, at the request of the Company as a director, officer, employee, manager or agent of another corporation, partnership, joint venture, trust or other enterprise or (z) is or was serving, or agreed to serve, at the request of the Company as a director, officer or manager of another corporation, partnership, joint venture, trust or other enterprise; provided, however, we shall indemnify any such person in connection with an action, suit or proceeding initiated by such person, including a counterclaim or crossclaim, only if such action, suit or proceeding was authorized by our board of directors.

*Indemnification Agreements.* In addition to the provisions of our amended and restated certificate of incorporation and amended and restated bylaws described above, we have entered into indemnification agreements with each of our directors and executive officers. The indemnification agreement provides our directors and executive officers with contractual rights to the indemnification and expense advancement rights provided under our amended and restated bylaws, as well as contractual rights to additional indemnification as provided in the indemnification agreement.

*D&O Insurance.* We maintain standard policies of insurance under which coverage is provided to our directors and executive officers against loss arising from claims made by reason of breach of duty or other wrongful act, and to us with respect to payments which may be made by us to such executive officers and directors pursuant to the above indemnification provision or otherwise as a matter of law.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

#### **Item 7. Exemption from Registration Claimed.**

Not applicable.

#### **Item 8. Exhibits.**

<b>Exhibit Number</b>	<b>Exhibit Description</b>
4.1	<a href="#"><u>Third Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to Form 10-Q filed on August 7, 2013 (File No. 001-35975)).</u></a>
4.2	<a href="#"><u>Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 to Form 8-K filed on August 2, 2023 (File No. 001-35975)).</u></a>
4.3	<a href="#"><u>Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 to Gogo Inc. Registration Statement on Form S-1 (File No. 333-178727)).</u></a>
4.4	<a href="#"><u>2024 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.2 to Form 8-K filed on June 6, 2024 (File No. 001-35975)).</u></a>
5.1*	<a href="#"><u>Opinion of Kirkland &amp; Ellis LLP with respect to the legality of the Common Stock being registered.</u></a>
23.1*	<a href="#"><u>Consent of Independent Registered Public Accounting Firm – Deloitte &amp; Touche LLP.</u></a>
23.2*	<a href="#"><u>Consent of Kirkland &amp; Ellis LLP (included in Exhibit 5.1 to this Registration Statement).</u></a>

\* Filed herewith.

Exhibit Number	Exhibit Description
24.1*	<a href="#">Power of Attorney of certain officers and directors (included on the signature page to this Registration Statement).</a>
99.1*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Christopher Moore.</a>
99.2*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Zachary Cotner.</a>
99.3*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Jeffrey Keller.</a>
99.4*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Hayden Olson.</a>
99.5*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Michael Christensen.</a>
99.6*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Colin Quarless.</a>
99.7*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Matthew Esposito.</a>
99.8*	<a href="#">Restricted Stock Unit Agreement (Inducement), dated March 14, 2025, by and between Gogo Inc. and Nicholas Cook.</a>
107*	<a href="#">Filing Fee Table.</a>

**Item 9. Undertakings.**

- (a) The undersigned Registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
    - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
    - (ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (§ 230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and
    - (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement.

*Provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Broomfield, State of Colorado on the 14th day of March, 2025.

**GOGO INC.**

By: /s/ Crystal L. Gordon  
Name: Crystal L. Gordon  
Title: EVP, General Counsel, Chief Administrative  
Officer, and Secretary

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Christopher Moore, Zachary Cotner and Crystal L. Gordon, each acting alone, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for such person and in his or her name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-8 and all post-effective amendments thereto, of Gogo Inc., and to file the same, with all exhibits thereto, and other document in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or such attorney-in-fact and agent's substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title of Capacities</u>	<u>Date</u>
<u>/s/ Michael Abad-Santos</u> Michael Abad-Santos	Director	March 14, 2025
<u>/s/ Mark Anderson</u> Mark Anderson	Director	March 14, 2025
<u>/s/ Zachary Cotner</u> Zachary Cotner	Chief Financial Officer (Principal Financial Officer)	March 14, 2025
<u>/s/ Robert L. Crandall</u> Robert L. Crandall	Director	March 14, 2025
<u>/s/ Leigh Goldfine</u> Leigh Goldfine	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	March 14, 2025
<u>/s/ Hugh W. Jones</u> Hugh W. Jones	Director	March 14, 2025
<u>/s/ Monte Koch</u> Monte Koch	Director	March 14, 2025
<u>/s/ Michele Coleman Mayes</u> Michele Coleman Mayes	Director	March 14, 2025
<u>/s/ Christopher Moore</u> Christopher Moore	Chief Executive Officer (Principal Executive Officer)	March 14, 2025
<u>/s/ Christopher D. Payne</u> Christopher D. Payne	Director	March 14, 2025
<u>/s/ Oakleigh Thorne</u> Oakleigh Thorne	Executive Chair of the Board of Directors	March 14, 2025
<u>/s/ Charles C. Townsend</u> Charles C. Townsend	Director	March 14, 2025
<u>/s/ Harris N. Williams</u> Harris N. Williams	Director	March 14, 2025

## KIRKLAND &amp; ELLIS LLP

AND AFFILIATED PARTNERSHIPS

609 Main Street  
Houston, TX 77002  
United States

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+1 713 836 3601

March 14, 2025

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

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel to Gogo Inc., a Delaware corporation (the “*Company*”), in connection with the preparation of the Registration Statement on Form S-8 (as amended or supplemented, the “*Registration Statement*”) filed with the Securities and Exchange Commission (the “*Commission*”) on March 14, 2025 under the Securities Act of 1933, as amended (the “*Securities Act*”), by the Company.

The Registration Statement relates to the registration by the Company of an aggregate of up to 2,275,000 shares (the “*Shares*”) of the Company’s common stock, par value \$0.0001 per share (“*Common Stock*”), consisting of (i) up to 2,100,000 shares of Common Stock eligible for issuance upon the vesting and settlement of inducement awards consisting of time-based restricted stock units (“*RSUs*”) and performance-based restricted stock units (“*PSUs*”) to be granted to Messrs. Christopher Moore and Zachary Cotner pursuant to certain Restricted Stock Unit Agreements entered into with each of Messrs. Moore and Cotner (the “*RSU and PSU Award Agreements*”) as material inducement for each of their employment with the Company as Chief Executive Officer and Chief Financial Officer, respectively, in compliance with and in reliance on Listing Rule 5635(c)(4) of The Nasdaq Stock Market LLC (“*Nasdaq*”), and (ii) up to 175,000 shares of Common Stock eligible for issuance upon the vesting and settlement of inducement awards consisting of RSUs to be granted to Messrs. Jeffrey Keller, Hayden Olson, Michael Christensen, Colin Quarless, Matthew Esposito and Nicholas Cook in accordance with the terms of each of the respective Restricted Stock Unit Agreements, by and between the Company and each of Messrs. Jeffrey Keller, Hayden Olson, Michael Christensen, Colin Quarless, Matthew Esposito, and Nicholas Cook (the “*RSU Award Agreements*”) and, together with the RSU and PSU Award Agreements, the “*Inducement Award Agreements*”) as material inducement for each of their employment with the Company as Senior Vice President, Global Networks & Infrastructure; Executive Vice President, General Manager, SD Government; Executive Vice President, Chief Commercial Officer; Executive Vice President, Business Development and Strategy; Senior Vice President, Global Customer Operations and Vice President, Flight Deck Services, respectively, in compliance with and in reliance on Listing Rule 5635(c)(4) of Nasdaq.

Though not awarded pursuant to the Company’s 2024 Omnibus Equity Incentive Plan (the “*2024 Plan*”), the RSUs and PSUs (together, the “*Inducement Awards*”) have been issued subject to the terms and conditions of the 2024 Plan.

In connection with the registration of the Shares, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the Third Amended and Restated Certificate of Incorporation of the Company, (ii) the Amended and Restated Bylaws of the Company, (iii) resolutions of the compensation committee of the Company’s board of directors with respect to the issuance of the Shares pursuant to the Inducement Awards, (iv) the Inducement Award Agreements, (v) the 2024 Plan and (vi) the Registration Statement and the exhibits thereto.

Austin Bay Area Beijing Boston Brussels Chicago Dallas Frankfurt Hong Kong London Los Angeles Miami Munich New York Paris Riyadh Salt Lake City Shanghai Washington, D.C.

# KIRKLAND & ELLIS LLP

Gogo Inc.  
March 14, 2025  
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For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. We have not independently established or verified any facts relevant to the opinions expressed herein but have relied upon statements and representations of the officers and other representatives of the Company.

We have relied without independent investigation upon, among other things, an assurance from the Company that the number of shares which the Company is authorized to issue in the Company's charter exceeds the number of shares outstanding and the number of shares which the Company is obligated to issue (or had otherwise reserved for issuance) for any purposes other than issuance in connection with the Inducement Awards by at least the number of Shares which may be issued in connection with the Inducement Awards, and we have assumed that such condition will remain true at all future times relevant to this opinion.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that the Shares have been duly authorized and, when (i) the Registration Statement related to the Shares becomes effective under the Securities Act, (ii) the Shares have been duly issued, delivered and paid for, pursuant to and in accordance with the terms of the Inducement Award Agreements and the 2024 Plan, and (iii) the Shares have been duly countersigned by the Company's registrar, the Shares will be validly issued, fully paid and nonassessable.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of any laws except the General Corporation Law of the State of Delaware and the federal laws of the United States, including the statutory provisions, and all applicable provisions of the Delaware constitution and reported judicial decisions interpreting these laws.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance and sale of the Shares.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion after the date of effectiveness should the General Corporation Law of the State of Delaware or the federal laws of the United States be changed by legislative action, judicial decision or otherwise after the date hereof.

This opinion is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purpose.

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KIRKLAND & ELLIS LLP

Gogo Inc.  
March 14, 2025  
Page 3

Sincerely,

/s/ KIRKLAND & ELLIS LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 28, 2024, relating to the financial statements of Gogo Inc. and the effectiveness of Gogo Inc.'s internal control over financial reporting appearing in the Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ Deloitte & Touche LLP  
Chicago, Illinois  
March 14, 2025

## RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)

RESTRICTED STOCK UNIT AGREEMENT (the “*Agreement*”) dated as of March 14, 2025 (the “*Grant Date*”), by and between Gogo Inc., a Delaware corporation (the “*Company*”), and Christopher Moore (the “*Participant*”). The grant of the restricted stock units (“*Restricted Stock Units*”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “*Plan*”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “*Vesting Start Date*” shall be the effective date of that certain Employment Agreement between Gogo Business Aviation LLC and the Participant. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 2,000,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “*Award*”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. The Restricted Stock Units subject to the Award shall only be deemed fully vested and earned on the date that the applicable vesting conditions are satisfied as set forth below (each such date, a “*Vesting Date*”), subject to the continued employment of the Participant by the Company or any Subsidiary thereof through such date.

(i) Time-Based Vesting. Subject to Section 2(b) hereof, 50% of the Restricted Stock Units subject to the Award shall time vest in equal annual installments over the five (5)-year period following the Vesting Start Date (the “*Time-Based Award*”).

(ii) Performance-Based Vesting. Subject to Section 2(b) hereof, (a) 25% of the Restricted Stock Units subject to the Award shall vest upon the earlier of (1) the Company’s achievement, as certified by the Compensation Committee, of an Average Stock Price of at least \$20.00 and (2) the consummation of a Change in Control pursuant to which the Change in Control Price is at least \$20.00 per share, and (b) the remaining 25% of the Restricted Stock Units subject to the Award will vest upon the earlier of (1) the Company’s achievement, as certified by the Compensation Committee, of an Average Stock Price of at least \$25.00 per share and (2) the consummation of a Change in Control pursuant to which the Change in Control Price is at least \$25.00 per share (collectively, the “*Performance-Based Award*”). For purposes of this Agreement, “*Average Stock Price*” means the trailing ninety (90)-day average of the closing stock price of one share of Company common stock as of any date on or following the six (6)-month anniversary of the Vesting Start Date.

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Time-Based Award shall vest effective as of the Participant’s Termination of Service. Any portion of the Performance-Based Award that has not otherwise vested prior to the Participant’s Termination of Service, shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s death or Participant’s Termination of Service, as applicable.

(ii) Disability. If a Participant's Service with the Company terminates due to Disability, the Time-Based Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant's Service continued until the next Vesting Date immediately following the effective date of the Participant's Termination of Service due to Disability. Any remaining unvested portion of the Time-Based Award shall immediately be forfeited and cancelled effective as of the date of the Participant's Termination of Service due to Disability. The Performance-Based Award will continue to be eligible for vesting through the 90<sup>th</sup> day following the date of the Participant's Termination of Service due to Disability. Any portion of the Performance-Based Award that has not vested during such period following the Participant's Termination of Service due to Disability shall be forfeited effective as of the effective date of the Participant's Termination of Service.

(iii) Retirement. If a Participant's Termination of Service with the Company occurs due to Retirement, the Time-Based Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant's Service continued until the next Vesting Date immediately following the date of the Participant's Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Time-Based Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant's Retirement. The Performance-Based Award will continue to be eligible for vesting through the 90<sup>th</sup> day following the date of the Participant's Termination of Service due to Retirement. Any portion of the Performance-Based Award that has not vested during such period following the Participant's Termination of Service due to Retirement shall be forfeited effective as of the effective date of the Participant's Termination of Service.

(iv) For purposes of this Agreement, "**Retirement**" shall mean:

- (A) in the case of Participants employed in the United Kingdom and the European Union, such Participant's Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and
- (B) in all other cases, a Participant's Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant's age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant's employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant's Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Time-Based Award shall vest and Performance-Based Award will vest only if the relevant stock price targets have been achieved based on the Change in Control Price rather than the Average Stock Price and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive's continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant's employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant's death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company's transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the "Securities Act"), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) Forfeiture for Financial Reporting Misconduct. In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement, and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months

(or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) Employee Data Privacy. *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**EXECUTIVE:**

**GOGO INC.**

**CHRISTOPHER MOORE**

Date: March 14, 2025

Date: March 14, 2025

/s/ Crystal L. Gordon

/s/ Christopher Moore

\_\_\_\_\_  
Name: Crystal L. Gordon

\_\_\_\_\_  
Name: Christopher Moore

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

*Signature Page to  
Restricted Stock Unit Agreement  
(Moore)*

**RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)**

RESTRICTED STOCK UNIT AGREEMENT (the “Agreement”) dated as of March 14, 2025 (the “Grant Date”), by and between Gogo Inc., a Delaware corporation (the “Company”), and Zachary Cotner (the “Participant”). The grant of the restricted stock units (“Restricted Stock Units”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “Plan”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “Vesting Start Date” shall be the effective date of that certain Employment Agreement between Gogo Business Aviation LLC and the Participant. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 100,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “Award”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. The Restricted Stock Units subject to the Award shall only be deemed fully vested and earned on the date that the applicable vesting conditions are satisfied as set forth below (each such date, a “Vesting Date”), subject to the continued employment of the Participant by the Company or any Subsidiary thereof through such date.

(i) Time-Based Vesting. Subject to Section 2(b) hereof, 50% of the Restricted Stock Units subject to the Award shall time vest in equal annual installments over the five (5)-year period following the Vesting Start Date (the “Time-Based Award”).

(ii) Performance-Based Vesting. Subject to Section 2(b) hereof, (a) 25% of the Restricted Stock Units subject to the Award shall vest upon the earlier of (1) the Company’s achievement, as certified by the Compensation Committee, of an Average Stock Price of at least \$20.00 and (2) the consummation of a Change in Control pursuant to which the Change in Control Price is at least \$20.00 per share, and (b) the remaining 25% of the Restricted Stock Units subject to the Award will vest upon the earlier of (1) the Company’s achievement, as certified by the Compensation Committee, of an Average Stock Price of at least \$25.00 per share and (2) the consummation of a Change in Control pursuant to which the Change in Control Price is at least \$25.00 per share (collectively, the “Performance-Based Award”). For purposes of this Agreement, “Average Stock Price” means the trailing ninety (90)-day average of the closing stock price of one share of Company common stock as of any date on or following the six (6)-month anniversary of the Vesting Start Date.

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Time-Based Award shall vest effective as of the Participant’s Termination of Service. Any portion of the Performance-Based Award that has not otherwise vested prior to the Participant’s Termination of Service, shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s death or Participant’s Termination of Service, as applicable.

(ii) Disability. If a Participant's Service with the Company terminates due to Disability, the Time-Based Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant's Service continued until the next Vesting Date immediately following the effective date of the Participant's Termination of Service due to Disability. Any remaining unvested portion of the Time-Based Award shall immediately be forfeited and cancelled effective as of the date of the Participant's Termination of Service due to Disability. The Performance-Based Award will continue to be eligible for vesting through the 90<sup>th</sup> day following the date of the Participant's Termination of Service due to Disability. Any portion of the Performance-Based Award that has not vested during such period following the Participant's Termination of Service due to Disability shall be forfeited effective as of the effective date of the Participant's Termination of Service.

(iii) Retirement. If a Participant's Termination of Service with the Company occurs due to Retirement, the Time-Based Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant's Service continued until the next Vesting Date immediately following the date of the Participant's Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Time-Based Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant's Retirement. The Performance-Based Award will continue to be eligible for vesting through the 90<sup>th</sup> day following the date of the Participant's Termination of Service due to Retirement. Any portion of the Performance-Based Award that has not vested during such period following the Participant's Termination of Service due to Retirement shall be forfeited effective as of the effective date of the Participant's Termination of Service.

(iv) For purposes of this Agreement, "Retirement" shall mean:

- (A) in the case of Participants employed in the United Kingdom and the European Union, such Participant's Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and
- (B) in all other cases, a Participant's Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant's age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant's employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant's Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Time-Based Award shall vest and Performance-Based Award will vest only if the relevant stock price targets have been achieved based on the Change in Control Price rather than the Average Stock Price and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive's continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant's employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant's death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company's transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the "Securities Act"), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) Forfeiture for Financial Reporting Misconduct. In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement,

and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months (or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) Employee Data Privacy. *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be*

*required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**EXECUTIVE:**

**GOGO INC.**

**ZACHARY COTNER**

Date: March 14, 2025

Date: March 14, 2025

/s/ Crystal L. Gordon

/s/ Zachary Cotner

\_\_\_\_\_  
Name: Crystal L. Gordon  
Title: EVP, General Counsel, Chief  
Administrative Officer, and Secretary

\_\_\_\_\_  
Name: Zachary Cotner

*Signature Page to  
Restricted Stock Unit Agreement  
(Cotner)*

**RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)**

RESTRICTED STOCK UNIT AGREEMENT (the “*Agreement*”) dated as of March 14, 2025 (the “*Grant Date*”), by and between Gogo Inc., a Delaware corporation (the “*Company*”), and Jeffrey Keller (the “*Participant*”). The grant of the restricted stock units (“*Restricted Stock Units*”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “*Plan*”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “*Vesting Start Date*” shall be the effective date of that certain Employment Agreement between Gogo Business Aviation LLC and the Participant. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 25,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “*Award*”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. Subject to Section 2(b) hereof, the Restricted Stock Units subject to the Award shall vest in equal annual installments over the five (5)-year period following the Vesting Start Date, subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable vesting date (each, a “*Vesting Date*”).

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Award shall vest effective as of the Participant’s Termination of Service.

(ii) Disability. If a Participant’s Service with the Company terminates due to Disability, the Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the effective date of the Participant’s Termination of Service due to Disability. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the date of the Participant’s Termination of Service due to Disability.

(iii) Retirement. If a Participant’s Termination of Service with the Company occurs due to Retirement, the Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the date of the Participant’s Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s Retirement.

(iv) For purposes of this Agreement, “**Retirement**” shall mean:

- (A) in the case of Participants employed in the United Kingdom and the European Union, such Participant’s Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and
- (B) in all other cases, a Participant’s Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant’s age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant’s employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant’s Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Award shall vest and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive’s continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant’s employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant’s death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company’s transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) Forfeiture for Financial Reporting Misconduct. In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement, and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months (or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) Employee Data Privacy. *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the

Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**EXECUTIVE:**

**GOGO INC.**

**JEFFREY KELLER**

Date: March 14, 2025

Date: March 14, 2025

/s/ Crystal L. Gordon

/s/ Jeffrey Keller

\_\_\_\_\_  
Name: Crystal L. Gordon

\_\_\_\_\_  
Name: Jeffrey Keller

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

*Signature Page to  
Restricted Stock Unit Agreement  
(Keller)*

**RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)**

RESTRICTED STOCK UNIT AGREEMENT (the “*Agreement*”) dated as of March 14, 2025 (the “*Grant Date*”), by and between Gogo Inc., a Delaware corporation (the “*Company*”), and Hayden Olson (the “*Participant*”). The grant of the restricted stock units (“*Restricted Stock Units*”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “*Plan*”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “*Vesting Start Date*” shall be the effective date of that certain Employment Agreement between Gogo Business Aviation LLC and the Participant. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 25,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “*Award*”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. Subject to Section 2(b) hereof, the Restricted Stock Units subject to the Award shall vest in equal annual installments over the five (5)-year period following the Vesting Start Date, subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable vesting date (each, a “*Vesting Date*”).

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Award shall vest effective as of the Participant’s Termination of Service.

(ii) Disability. If a Participant’s Service with the Company terminates due to Disability, the Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the effective date of the Participant’s Termination of Service due to Disability. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the date of the Participant’s Termination of Service due to Disability.

(iii) Retirement. If a Participant’s Termination of Service with the Company occurs due to Retirement, the Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the date of the Participant’s Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s Retirement.

(iv) For purposes of this Agreement, “**Retirement**” shall mean:

- (A) in the case of Participants employed in the United Kingdom and the European Union, such Participant’s Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and
- (B) in all other cases, a Participant’s Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant’s age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant’s employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant’s Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Award shall vest and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive’s continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant’s employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant’s death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company’s transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) **Forfeiture for Financial Reporting Misconduct.** In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement, and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months (or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) **Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.** By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) **Employee Data Privacy.** *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**GOGO INC.**

Date: March 14, 2025

/s/ Crystal L. Gordon

Name: Crystal L. Gordon

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

**EXECUTIVE:**

**HAYDEN OLSON**

Date: March 14, 2025

/s/ Hayden Olson

Name: Hayden Olson

*Signature Page to  
Restricted Stock Unit Agreement  
(Olson)*

**RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)**

RESTRICTED STOCK UNIT AGREEMENT (the “*Agreement*”) dated as of March 14, 2025 (the “*Grant Date*”), by and between Gogo Inc., a Delaware corporation (the “*Company*”), and Michael Christensen (the “*Participant*”). The grant of the restricted stock units (“*Restricted Stock Units*”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “*Plan*”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “*Vesting Start Date*” shall be the effective date of that certain Employment Agreement between Gogo Business Aviation LLC and the Participant. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 50,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “*Award*”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. Subject to Section 2(b) hereof, the Restricted Stock Units subject to the Award shall vest in equal annual installments over the five (5)-year period following the Vesting Start Date, subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable vesting date (each, a “*Vesting Date*”).

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Award shall vest effective as of the Participant’s Termination of Service.

(ii) Disability. If a Participant’s Service with the Company terminates due to Disability, the Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the effective date of the Participant’s Termination of Service due to Disability. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the date of the Participant’s Termination of Service due to Disability.

(iii) Retirement. If a Participant’s Termination of Service with the Company occurs due to Retirement, the Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the date of the Participant’s Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s Retirement.

(iv) For purposes of this Agreement, “**Retirement**” shall mean:

- (A) in the case of Participants employed in the United Kingdom and the European Union, such Participant’s Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and
- (B) in all other cases, a Participant’s Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant’s age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant’s employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant’s Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Award shall vest and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive’s continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant’s employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant’s death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company’s transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) **Forfeiture for Financial Reporting Misconduct.** In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement, and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months (or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) **Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.** By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) **Employee Data Privacy.** *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the

Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**GOGO INC.**

Date: March 14, 2025

/s/ Crystal L. Gordon

\_\_\_\_\_  
Name: Crystal L. Gordon  
Title: EVP, General Counsel, Chief  
Administrative Officer, and Secretary

**EXECUTIVE:**

**MICHAEL CHRISTENSEN**

Date: March 14, 2025

/s/ Michael Christensen

\_\_\_\_\_  
Name: Michael Christensen

*Signature Page to  
Restricted Stock Unit Agreement  
(Christensen)*

## RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)

RESTRICTED STOCK UNIT AGREEMENT (the “*Agreement*”) dated as of March 14, 2025 (the “*Grant Date*”), by and between Gogo Inc., a Delaware corporation (the “*Company*”), and Colin Quarless (the “*Participant*”). The grant of the restricted stock units (“*Restricted Stock Units*”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “*Plan*”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “*Vesting Start Date*” shall be the effective date of that certain Employment Agreement between Gogo Business Aviation LLC and the Participant. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 25,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “*Award*”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. Subject to Section 2(b) hereof, the Restricted Stock Units subject to the Award shall vest in equal annual installments over the five (5)-year period following the Vesting Start Date, subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable vesting date (each, a “*Vesting Date*”).

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Award shall vest effective as of the Participant’s Termination of Service.

(ii) Disability. If a Participant’s Service with the Company terminates due to Disability, the Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the effective date of the Participant’s Termination of Service due to Disability. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the date of the Participant’s Termination of Service due to Disability.

(iii) Retirement. If a Participant’s Termination of Service with the Company occurs due to Retirement, the Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the date of the Participant’s Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s Retirement.

(iv) For purposes of this Agreement, “**Retirement**” shall mean:

- (A) in the case of Participants employed in the United Kingdom and the European Union, such Participant’s Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and
- (B) in all other cases, a Participant’s Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant’s age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant’s employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant’s Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Award shall vest and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive’s continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant’s employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant’s death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company’s transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) **Forfeiture for Financial Reporting Misconduct.** In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement, and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months (or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) **Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.** By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) **Employee Data Privacy.** *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the

Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**EXECUTIVE:**

**GOGO INC.**

**COLIN QUARLESS**

Date: March 14, 2025

Date: March 14, 2025

/s/ Crystal L. Gordon

/s/ Colin Quarless

\_\_\_\_\_  
Name: Crystal L. Gordon  
Title: EVP, General Counsel, Chief Administrative Officer, and  
Secretary

\_\_\_\_\_  
Name: Colin Quarless

*Signature Page to  
Restricted Stock Unit Agreement  
(Quarless)*

**RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)**

RESTRICTED STOCK UNIT AGREEMENT (the “*Agreement*”) dated as of March 14, 2025 (the “*Grant Date*”), by and between Gogo Inc., a Delaware corporation (the “*Company*”), and Matthew Esposito (the “*Participant*”). The grant of the restricted stock units (“*Restricted Stock Units*”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “*Plan*”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “*Vesting Start Date*” shall be the effective date of that certain Employment Agreement between the Company on behalf of itself and its Affiliates and the Participant. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 25,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “*Award*”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. Subject to Section 2(b) hereof, the Restricted Stock Units subject to the Award shall vest in equal annual installments over the five (5)-year period following the Vesting Start Date, subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable vesting date (each, a “*Vesting Date*”).

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Award shall vest effective as of the Participant’s Termination of Service.

(ii) Disability. If a Participant’s Service with the Company terminates due to Disability, the Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the effective date of the Participant’s Termination of Service due to Disability. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the date of the Participant’s Termination of Service due to Disability.

(iii) Retirement. If a Participant’s Termination of Service with the Company occurs due to Retirement, the Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the date of the Participant’s Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s Retirement.

(iv) For purposes of this Agreement, “**Retirement**” shall mean:

(A) in the case of Participants employed in the United Kingdom and the European Union, such Participant’s Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and

(B) in all other cases, a Participant’s Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant’s age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant’s employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant’s Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Award shall vest and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive’s continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant’s employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant’s death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company’s transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) **Forfeiture for Financial Reporting Misconduct.** In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement, and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months (or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) **Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.** By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) **Employee Data Privacy.** *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**EXECUTIVE:**

**GOGO INC.**

**MATTHEW ESPOSITO**

Date: March 14, 2025

Date: March 14, 2025

/s/ Crystal L. Gordon

/s/ Matthew Esposito

\_\_\_\_\_  
Name: Crystal L. Gordon

\_\_\_\_\_  
Name: Matthew Esposito

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

*Signature Page to  
Restricted Stock Unit Agreement  
(Esposito)*

## RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT)

RESTRICTED STOCK UNIT AGREEMENT (the “*Agreement*”) dated as of March 14, 2025 (the “*Grant Date*”), by and between Gogo Inc., a Delaware corporation (the “*Company*”), and Nicholas Cook (the “*Participant*”). The grant of the restricted stock units (“*Restricted Stock Units*”) under Section 1 is intended to qualify as an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4). The Restricted Stock Units are being granted outside of the Gogo Inc. 2024 Omnibus Equity Incentive Plan, as in effect and as amended from time to time (the “*Plan*”); provided, however, the Restricted Stock Units granted hereunder are nonetheless intended to be subject to the terms and conditions of the Plan, which are incorporated by reference herein. For purposes of this Agreement, the “*Vesting Start Date*” shall be the Closing Date (as defined in that certain Purchase Agreement, by and among the Company, Satcom Direct, Inc. (“*Satcom Direct*”), a Florida corporation, and other parties thereto, dated as of September 29, 2024, pursuant to which, among other things, the Company acquired the equity interests of Satcom Direct). Capitalized terms that are not defined herein shall have the meanings given to such terms in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Grant Date, 25,000 Restricted Stock Units that may be earned by the Participant, subject to such vesting, transfer and other restrictions and conditions as set forth in this Agreement (the “*Award*”). Each Restricted Stock Unit, to the extent fully vested and earned, represents the right to receive one share of Stock (or the value thereof), subject to the terms and conditions set forth in this Agreement and the Plan. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern.

2. Vesting of Restricted Stock Units.

(a) Vesting. Subject to Section 2(b) hereof, the Restricted Stock Units subject to the Award shall vest in equal annual installments over the five (5)-year period following the Vesting Start Date, subject to the continued employment of the Participant by the Company or any Subsidiary thereof through the applicable vesting date (each, a “*Vesting Date*”).

(b) Termination of Employment.

(i) Termination without Cause; Termination for Good Reason; or Death. If a Participant’s Termination of Service occurs due to the Company’s termination of the Participant’s Service without Cause, the Participant’s resignation for Good Reason or due to death, 100% of any outstanding unvested Award shall vest effective as of the Participant’s Termination of Service.

(ii) Disability. If a Participant’s Service with the Company terminates due to Disability, the Award shall be deemed vested with respect to the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the effective date of the Participant’s Termination of Service due to Disability. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the date of the Participant’s Termination of Service due to Disability.

(iii) Retirement. If a Participant’s Termination of Service with the Company occurs due to Retirement, the Award shall be deemed vested with respect to the product of (A) the number of Restricted Stock Units that would have vested had the Participant’s Service continued until the next Vesting Date immediately following the date of the Participant’s Termination of Service due to Retirement and (B) a fraction: (x) the numerator of which is the number of full calendar days as of the effective date of Retirement that have elapsed since the most recent to occur of (a) the Vesting Start Date and (b) a Vesting Date and (y) the denominator of which is the number of full calendar days from the most recent to occur of (a) the Vesting Start Date or (b) a Vesting Date through the next Vesting Date immediately following the effective date of Retirement. Any remaining unvested portion of the Award shall immediately be forfeited and cancelled effective as of the effective date of the Participant’s Retirement.

(iv) For purposes of this Agreement, “**Retirement**” shall mean:

(A) in the case of Participants employed in the United Kingdom and the European Union, such Participant’s Termination of Service with the Company (other than a termination for Cause) occurring in accordance with prevailing policies operated by the Company and its Affiliates from time to time subject always to final determination by the Committee; and

(B) in all other cases, a Participant’s Termination of Service with the Company (other than a termination for Cause) occurring on or after the date on which either (x) the Participant reaches the age of 65 or (y) the Participant’s age plus years of service equal seventy-five (75) (as determined by the Committee in its sole discretion).

(v) Other Terminations. If a Participant’s employment with the Company is terminated due to circumstances other than as set forth in Sections 2(b)(i) through (iii), the Restricted Stock Units shall be vested only to the extent they are vested as of the effective date of the Participant’s Termination of Service, and all unvested Restricted Stock Units shall be forfeited and cancelled, as of such effective date.

(c) Change in Control. In the event of a Change in Control then, subject to determination by the Committee, (i) in the event the Award is not honored or assumed by the surviving company in such Change in Control, 100% of any outstanding unvested portion of the Award shall vest and (ii) in the event the Award is honored or assumed by the acquirer in such Change in Control, 25% of any portion of the Award that would otherwise vest as a result of such Change in Control will instead vest upon the earlier of (A) the first anniversary of the date of consummation of such Change in Control, subject to Executive’s continued employment through such anniversary (except as expressly provided in clause (B) below) and (B) the date that the Participant’s employment with the Company is terminated without Cause, for Good Reason, or as a result of the Participant’s death or Disability.

(d) Committee Discretion. Notwithstanding anything contained in this Agreement to the contrary, subject to Section 15(m) of the Plan, the Committee, in its sole discretion, may accelerate the vesting with respect to any Restricted Stock Units under this Agreement, at such times and upon such terms and conditions as the Committee shall determine.

3. Settlement of Restricted Stock Units. Subject to Section 7(d), the Company shall deliver to the Participant one share of Stock (or the value thereof) in settlement of each outstanding Restricted Stock Unit that has vested as provided in Section 2 of this Agreement on the Vesting Date (or within 30 days thereafter, but in no event later than March 15 of the year following the year in which the Vesting Date) as determined by the Committee in its sole discretion (a) in Stock by either, (i) issuing one or more certificates evidencing the Stock to the Participant or (ii) registering the issuance of the Stock in the name of the Participant through a book entry credit in the records of the Company’s transfer agent or (b) by a cash payment equal to the Fair Market Value of the Stock on the settlement date (or any combination of the forgoing in clauses (a) and (b)). No fractional shares of Stock shall be issued in settlement of Restricted Stock Units. Fractional Restricted Stock Units shall be settled through a cash payment equal to the Fair Market Value of the Stock on the settlement date.

4. Securities Law Compliance. Notwithstanding any other provision of this Agreement, the Participant may not sell the shares of Stock acquired upon vesting of the Restricted Stock Units unless such shares are registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or, if such shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale of such shares must also comply with other applicable laws and regulations governing the shares and Participant may not sell the shares of Stock if the Company determines that such sale would not be in material compliance with such laws and regulations.

5. Participant's Rights with Respect to the Restricted Stock Units.

(a) Restrictions on Transferability. The Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Participant upon the Participant's death; provided that the deceased Participant's beneficiary or representative of the Participant's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Participant.

(b) No Rights as Stockholder. The Participant shall not have any rights as a stockholder including any voting, dividend or other rights or privileges as a stockholder of the Company with respect to any Stock corresponding to the Restricted Stock Units granted hereby unless and until shares of Stock are issued to the Participant in respect thereof.

6. Adjustment in Capitalization. The number, class or other terms of any outstanding Restricted Stock Units shall be adjusted by the Committee to reflect any extraordinary dividend, stock dividend, stock split or share combination or any recapitalization, business combination, merger, consolidation, spin-off, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Stock in such manner as it determines in its reasonable discretion.

7. Miscellaneous.

(a) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(b) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(c) Interpretation. The Committee shall have full power and discretion to construe and interpret the Plan (and any rules and regulations issued thereunder) and this Award. Any determination or interpretation by the Committee under or pursuant to the Plan or this Award shall be final and binding and conclusive on all persons affected hereby.

(d) Tax Withholding. In no way limiting the generality of Section 15(a) of the Plan, the Company and its Subsidiaries shall have the right to deduct from all amounts paid to the Participant in cash (whether under the Plan or otherwise) any amount of taxes required by law to be withheld in respect of settlement of the Restricted Stock Units under the Plan as may be necessary in the opinion of the Employer to satisfy tax withholding required under the laws of any country, state, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. The Company may require the recipient of shares of Stock to remit to the Company an amount in cash sufficient to satisfy the amount of taxes required to be withheld as a condition to the issuance of shares in settlement of the Restricted Stock Units. The Committee may, in its discretion, require the Participant, or permit the Participant to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold or sell the least number of whole shares of Stock having a Fair Market Value sufficient to satisfy all or part of the amount required to be withheld. The Company may defer settlement until such requirements are satisfied.

(e) **Forfeiture for Financial Reporting Misconduct.** In the event that the Participant commits misconduct or gross negligence (whether or not such misconduct or gross negligence is deemed or could be deemed to be an event constituting Cause) and as a result of, or in connection with, such misconduct or gross negligence the Company restates any of its financial statements, then the Company may require any or all of the following: (i) that the Participant forfeit some or all of the Restricted Stock Units subject to this Agreement held by such Participant at the time of such restatement, (ii) that the Participant forfeit some of or all of the shares of Stock held by the Participant at the time of such restatement that had been received in settlement of Restricted Stock Units subject to this Agreement during the twelve-month period (or such other period as determined by the Committee) prior to the financial restatement, and (iii) that the Participant pay to the Company in cash all or a portion of the proceeds that the Participant realized from the sale of shares of Stock that had been received in settlement of any Restricted Stock Units subject to this Agreement within the period commencing twelve months (or such other period as determined by the Committee) prior to the financial restatement. The Company may also cancel or reduce, or require a Participant to forfeit and disgorge to the Company or reimburse the Company for, any Restricted Stock Units granted or vested and any gains earned or accrued, due to the vesting or settlement of Restricted Stock Units or sale of any Stock acquired in settlement of a Restricted Stock Unit, to the extent permitted or required by, or pursuant to any Company policy implemented as required by, applicable law, regulation or stock exchange rule as from time to time may be in effect (including but not limited to The Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations and stock exchange rules promulgated pursuant to or as a result of such Act).

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(g) **Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.** By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, the Participant acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the Award does not create any contractual or other right to receive future grants of Awards; (iii) that participation in the Plan is voluntary; (iv) that the value of the Restricted Stock Units is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (v) that the future value of the Stock is unknown and cannot be predicted with certainty.

(h) **Employee Data Privacy.** *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.*

*For Participants located in the United Kingdom and the European Union, the following paragraph applies: Personal Data shall be handled in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and Participant is referred to the Data Privacy Notice of his country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant understands that the recipients may receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, or require any necessary amendments to Personal Data, without cost, by contacting in writing Participant's local human resources representative.*

(i) Consent to Electronic Delivery. By entering into this Agreement and accepting the Restricted Stock Units evidenced hereby, Participant hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Participant pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, this Agreement and the Restricted Stock Units via Company website, email or other electronic delivery.

(j) Specified Employee Delay. Notwithstanding anything to the contrary in this Agreement, if settlement is to occur upon a Termination of Service other than due to death or Disability and the Participant is a Specified Employee and the Restricted Stock Units are a Specified Award, to the extent necessary to comply with, and avoid imposition on the Participant of any additional tax or interest imposed under, Section 409A of the Code, settlement shall instead occur on the first business day following the six-month anniversary of the Participant's Termination of Service (or, if earlier, upon the Participant's death), or as soon thereafter as practicable (but no later than 90 days thereafter).

(k) Foreign exchange. Any cash payments effected under this Agreement shall be made in US\$ except that the Committee may, in its absolute discretion, permit any such payments to be effected in another currency. Any transfer of money in another denomination shall be applied using an appropriate rate of exchange approved by the Committee from time to time.

(l) Headings and Captions. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(n) Acceptance of Restricted Stock Units and Agreement. The Participant has indicated his or her consent and acknowledgement of the terms of this Agreement pursuant to the instructions provided to the Participant by or on behalf of the Company. The Participant acknowledges receipt of the Plan, represents to the Company that he or she has read and understood this Agreement and the Plan, and, as an express condition to the grant of the Restricted Stock Units under this Agreement, agrees to be bound by the terms of this Agreement and the Plan. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Restricted Stock Units is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

The parties have executed this Agreement on the date first set forth above, effective as of the Grant Date.

**COMPANY:**

**EXECUTIVE:**

**GOGO INC.**

**NICHOLAS COOK**

Date: March 14, 2025

Date: March 14, 2025

/s/ Crystal L. Gordon

/s/ Nicholas Cook

\_\_\_\_\_  
Name: Crystal L. Gordon  
Title: EVP, General Counsel, Chief Administrative Officer, and  
Secretary

\_\_\_\_\_  
Name: Nicholas Cook

*Signature Page to  
Restricted Stock Unit Agreement  
(Cook)*

**Calculation of Filing Fee Tables**

**Form S-8**  
(Form Type)

**Gogo Inc.**  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, par value \$0.0001 per share	Rule 457 (c) and (h)	2,275,000 <sup>(3)</sup>	\$6.89 <sup>(2)</sup>	\$15,674,750	\$153.10 per \$1,000,000	\$2,399.80
Total Offering Amounts					\$15,674,750		\$2,399.80
Total Fee Offsets <sup>(4)</sup>							\$0
Net Fee Due							\$2,399.80

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers an indeterminate number of additional shares of common stock, par value \$0.0001 per share ("Common Stock"), of Gogo Inc. issuable with respect to the shares being registered hereunder by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the outstanding shares of Common Stock.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) under the Securities Act, based on the average of the high and low sales prices of the Common Stock on the Nasdaq Global Select Market on March 7, 2025.
- (3) Represents shares of Common Stock issuable upon the settlement of equity awards to be granted as employment inducement awards pursuant to Rule 5635(c)(4) of the Nasdaq Listing Rules. For more information, see the "Explanatory Note" to this registration statement on Form S-8.
- (4) The Registrant does not have any fee offsets to claim.