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As filed with the U.S. Securities and Exchange Commission on October 11, 2016

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GLOBAL EAGLE ENTERTAINMENT INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**27-4757800**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

4553 Glencoe Avenue, Suite 300
Los Angeles, California 90292
Tel: (310) 437-6000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Stephen Ballas, Esq.
General Counsel
4553 Glencoe Avenue, Suite 300
Los Angeles, California 90292
Tel: (310) 437-6000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Joel L. Rubinstein, Esq.
Winston & Strawn LLP
200 Park Avenue
New York, New York 100166-4193
Tel: (212) 294-6700
Fax: (212) 294-4700

Approximate date of commencement of proposed sale to the public:
From time to time after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the SEC pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

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

Large accelerated filer ☐	Accelerated filer ☒	Non-accelerated filer ☐ (Do not check if smaller reporting company)	Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)(2)	Proposed Maximum Offering Price per Security(3)	Proposed Maximum Aggregate Offering Price(3)	Amount of Registration Fee
Common stock, par value $0.0001 per share	9,936,239 shares	$9.13	$90,717,862.07	$10,514.20

(1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's securities that become issuable by reason of any stock split, stock dividends, recapitalization or other similar transaction.

(2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) under the Securities Act. The Registrant is registering the resale of (i) 1,360,545 shares of common stock issued pursuant to the settlement agreement, dated August 9, 2016, between the Registrant and UMG Recordings, Inc. and certain entities affiliated therewith and (ii) (a) 5,466,886 shares of common stock issued to certain selling stockholders as consideration under the Interest Purchase Agreement, dated May 9, 2016, between the Registrant and EMC Acquisition Holdings, LLC ("Purchase Agreement") and (b) pursuant to the registration rights agreement, dated July 27, 2016, entered into by the Registrant and the stockholders party thereto in connection with the Purchase Agreement, 3,108,808 shares of common stock, representing 120% of the number of shares of common stock that may be issued on July 27, 2017 to the selling stockholders described in clause (ii)(a) as deferred consideration pursuant to the Purchase Agreement, based on the closing price of the Registrant's common stock on The NASDAQ Capital Market on October 5, 2016. The actual number of shares issued as deferred consideration, if any, may vary.

(3) The price is computed based upon the average of the high and low sale prices of the Registrant's common stock on October 4, 2016, as reported on The NASDAQ Capital Market.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. The selling stockholders may not sell these securities pursuant to this prospectus until the registration statement filed with the Securities and Exchange Commission is declared effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state or country where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED OCTOBER 11, 2016

PRELIMINARY PROSPECTUS

9,936,239 Shares

Global Eagle Entertainment Inc.

Common Stock

This prospectus relates to the resale of up to 9,936,239 shares of our common stock by the selling stockholders identified in this prospectus. This prospectus includes 6,827,431 shares of our common stock that were issued and outstanding on the date hereof, and an additional 3,108,808 shares of common stock that we may issue to certain selling stockholders as deferred consideration under the agreement by which we acquired our Emerging Markets Communications ("EMC") business. See "Selling Stockholders" beginning on page 17.

Our registration of the shares of common stock covered by this prospectus does not mean that the selling stockholders will offer or sell any of the shares. The selling stockholders may sell the shares of common stock covered by this prospectus from time to time in a number of different ways and at varying prices. We provide more information about how the selling stockholders may sell the shares in "Plan of Distribution" beginning on page 28.

We will not receive any of the proceeds from the sale of these shares by the selling stockholders. We have agreed to pay all expenses relating to registering the shares of common stock, except that the selling stockholders will pay their counsel and any underwriting discounts, selling commissions and/or similar charges incurred for the sale of any shares.

Because all of the shares offered under this prospectus are being offered by the selling stockholders, we cannot currently determine the price or prices at which the shares may be sold under this prospectus.

Our common stock is listed on The NASDAQ Capital Market ("NASDAQ") under the symbol "ENT." On October 10, 2016, the last reported sale price of our common stock on NASDAQ was $9.50.

Investing in our common stock involves risks. See "Risk Factors" beginning on page 7 of this prospectus and "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015 and Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016 and June 30, 2016, which are incorporated by reference herein, as well as other subsequently filed annual, quarterly or current reports.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2016.

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ABOUT THIS PROSPECTUS

This prospectus is part of a resale registration statement (the "Registration Statement") that we filed with the U.S. Securities and Exchange Commission (the "SEC") using a "shelf" registration process. Under this process, the selling stockholders may offer and sell shares of Global Eagle Entertainment Inc.'s common stock, from time to time, in one or more offerings, in any manner described below under the heading "Plan of Distribution," subject to the limitations contained in the registration rights agreements described herein. In some cases, the selling stockholders will also be required to provide a prospectus supplement containing specific information about the terms on which they are offering and selling shares of our common stock. We may also add, update or change in a prospectus supplement any information contained in this prospectus. You should carefully read this prospectus and any accompanying prospectus supplement, as well as any post-effective amendments to the Registration Statement, and all documents incorporated by reference herein, together with the additional information described below under the headings "Where You Can Find More Information" and "Incorporation by Reference" before you make any investment decision.

You should rely only on the information contained in or incorporated by reference into this prospectus. Neither we, nor the selling stockholders, have authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. This prospectus does not constitute an offer to sell, nor is it soliciting an offer to buy, these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information in this prospectus or in any documents incorporated by reference herein is accurate only as of the date of the applicable document. Our business, financial condition, results of operations and prospects may have changed since that date.

In this prospectus, the terms "Global Eagle," "Global Eagle Entertainment," "we," "us," "our" and "the Company" refer to Global Eagle Entertainment Inc. and its consolidated subsidiaries, unless otherwise stated or indicated by context.

WHERE YOU CAN FIND MORE INFORMATION

We file reports, proxy statements and other information with the SEC. Our SEC filings are available to the public at the SEC's website www.sec.gov. You may also read and obtain copies of any document we file at the Public Reference Room of the SEC, 100 F Street, N.E., Room 1580, Washington, D.C. 20549, at prescribed rates. Further information on the operation of the SEC's Public Reference Room in Washington, D.C. can be obtained by calling the SEC at 1-800-SEC-0330.

Our Internet website at www.geemedia.com contains information concerning us. We routinely use our website as a channel of distribution for our information, including financial and other material information. On that website under "Investors—Financial Info—SEC Filings," we provide access to all of our SEC filings free of charge, as soon as reasonably practicable after filing with the SEC. The information at our Internet website is not incorporated in this prospectus by reference, and you should not consider it part of this prospectus.

We have filed with the SEC a Registration Statement on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"), relating to the shares of our common stock offered by this prospectus. This prospectus, filed as part of the Registration Statement, does not contain all of the information set forth in the Registration Statement or the exhibits and schedules thereto as permitted by the rules and regulations of the SEC. For further information about us and our common stock, you should refer to the Registration Statement. This prospectus summarizes what we consider to be material provisions of certain documents. Because the summaries may not contain all of the information that you may find important, you should review the full text of those documents.

INCORPORATION BY REFERENCE

We "incorporate by reference" information into this prospectus by disclosing important information to you by referring you to another document that is filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, and later information that we file with the SEC will automatically update and supersede that information. This prospectus incorporates by reference the documents set forth below (other than information deemed "furnished" and not "filed" in accordance with SEC rules, including pursuant to Item 2.02 and 7.01 of Form 8-K, except as noted below). These documents contain important information about us.

(1) Our Annual Report on Form 10-K for the fiscal year ended December 31, 2015, filed with the SEC on March 17, 2016 (File No. 001-35176);

(2) Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016 and June 30, 2016, filed with the SEC on May 9, 2016 and August 9, 2016, respectively (File No. 001-35176);

(3) Our Current Reports on Forms 8-K and 8-K/A (as applicable) filed on April 21, 2016, May 13, 2016, May 16, 2016, June 23, 2016, August 2, 2016 (other than Item 7.01 and Exhibit 99.1), August 12, 2016, August 26, 2016, September 23, 2016 and October 11, 2016 (including Item 7.01 and Exhibit 99.5 thereto) (File No. 001-35176);

(4) Our Definitive Proxy Statement on Schedule 14A, filed on April 29, 2016 (File No. 001-35176); and

(5) The description of our common stock which appears in our Registration Statement on Form 8-A (File No. 001-35176) filed with the SEC on May 12, 2011, including any amendment or report filed for the purpose of updating that description.

We are also incorporating by reference additional documents that we file with the SEC pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of the initial registration statement and prior to effectiveness of the registration statement and after the date of this prospectus and prior to the termination of the offering under this prospectus; *provided, however*, that unless expressly stated otherwise, nothing contained herein shall be deemed to incorporate information furnished to, but not filed with, the SEC.

You may request and obtain a copy of these documents at no cost, by writing to us at Global Eagle Entertainment Inc., 4553 Glencoe Avenue, Suite 300, Los Angeles, California 90292, or by telephoning us at (310) 437-6000.

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

FORWARD-LOOKING STATEMENTS

This prospectus and any prospectus supplement includes or incorporates by reference forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements, which are not statements of historical fact, may contain estimates, assumptions, projections and/or expectations regarding future events, which may or may not occur. The words "anticipate," "believe," "could," "should," "propose," "continue," "estimate," "expect," "intend," "may," "plan," "predict," "project," "will" and similar terms and phrases are used in this prospectus, any prospectus supplement and the documents incorporated by reference in this prospectus to identify forward-looking statements. These statements relate to analyses and other information based on forecasts of future

results and estimates of amounts not yet determinable. These statements also relate to our future prospects, developments and business strategies.

These forward-looking statements are based on information available to us as of the date of this prospectus and on our current expectations, forecasts and assumptions, and involve substantial risks and uncertainties. Actual results may vary materially from those expressed or implied by the forward looking statements herein due to a variety of factors, including: our ability to remediate material weaknesses in our internal control over financial reporting; our ability to integrate our acquired businesses; the ability of our business to grow, including through acquisitions which we are able to successfully integrate, and the ability of our executive officers to manage growth profitably; any delay or inability to realize the expected benefits and synergies of the acquisition of EMC (the "EMC acquisition"); our assumption of EMC's outstanding indebtedness and the costs relating thereto; our compliance with the covenants in our credit facilities; our ability to generate sufficient cash flow to make payments on our indebtedness; our incurrence of additional indebtedness in the future; our ability to repay the convertible notes at maturity or upon a fundamental change or at specific repurchase dates; the effect of the conditional conversion feature of the convertible notes; the risk that disruptions from the EMC acquisition will harm our business, including customer retention risk; competitive responses to the EMC acquisition; our ability to effectively protect EMC's intellectual property rights; the ability of our customer Southwest Airlines to maintain a sponsor for its "TV Flies Free" offering and our ability to replicate this model through other sponsorship alliances; the outcome of any legal proceedings pending or that may be instituted against us, our subsidiaries, or third parties to whom we owe indemnification obligations; costs associated with defending and/or settling pending or future intellectual property infringement actions and other litigation or claims; our ability to settle legacy sound recording and music composition liabilities on terms that we consider reasonable; our ability to obtain and maintain licenses for content used on legacy installed IFE systems, or our failure to have the appropriate intellectual-property licenses for our business; our ability to recognize and timely implement future technologies in the aviation, maritime and land satellite connectivity and remote-communications space, including GSM and Ka-band system development and deployment; our ability to capitalize on investments in developing our service offerings, including our long-term project with QEST to develop global antenna technologies; significant product development expenses associated with our long-term line-fit initiatives; our ability to deliver end-to-end network performance sufficient to meet increasing airline and maritime customer and passenger demand; our ability to obtain regulatory approval on a timely basis for the use of our equipment on aircraft and maritime vessels; our ability to obtain and maintain international authorizations to operate our service over the airspace or terrestrial waters of foreign jurisdictions; our ability to expand our service offerings and deliver on our service roadmap; our ability to timely and cost-effectively identify and license television and media content that passengers will purchase; a decrease in the media content onboard IFE systems and/or the discontinuance of the use of IFE systems indefinitely due to the emergence and increase in the use of hand-held personal devices by airline and maritime passengers; general economic and technological circumstances in the satellite transponder market, including access to transponder space in capacity limited regions and successful launch of replacement transponder capacity where applicable; the loss of, or failure to realize benefits from, agreements with our airline and maritime partners; the loss of relationships with original equipment manufacturers or dealers; unfavorable economic conditions in the airline and maritime industries and economy as a whole; our ability to expand our domestic or international operations, including our ability to grow our business with current and potential future airline, maritime and land-based partners or successfully partner with satellite service providers, including Intelsat, Hughes Network Systems and SES; our reliance on third-party satellite service providers and equipment and other suppliers, including single source providers and suppliers; the effects of service interruptions or delays, technology failures, material defects or errors in our hardware or software, damage to our equipment or geopolitical restrictions; the result of ongoing tax audits that could result in reduction of tax carryforwards and imposition of tax penalties and interest, plus

payments of back-taxes owed; the limited operating history of our connectivity and in-flight television and media products; increases in our projected capital expenditures due to, among other things, unexpected costs incurred in connection with the roll out of our technology roadmap or our international plan of expansion; fluctuation in our operating results; the demand for in-flight broadband Internet access services and market acceptance for our products and services; the loss of management and other key employees; substantial non-recurring transaction, regulatory and integration costs and/or unknown liabilities; sales of our stock in the future by former shareholders of EMC, who hold a substantial portion of our outstanding shares of common stock, and the resulting effect on the price of our common stock; changes in laws or regulations that apply to us or our industry; the execution and compliance costs relating to new regulatory and compliance frameworks, new market risks and operations in new geographies; and other risks and uncertainties set forth or incorporated by reference in this prospectus, our most recent Annual Report on Form 10-K and subsequently filed Quarterly Reports on Form 10-Q.

Forward-looking statements speak only as of the date the statements are made. You should not put undue reliance on any forward-looking statements. We assume no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, except to the extent required by applicable securities laws. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

THE COMPANY

We are a leading provider of satellite-based connectivity and media to fast-growing, global mobility markets across air, sea and land. Through our comprehensive product and services platform, we provide a wide range of in-flight, maritime and land-based connectivity solutions, including Wi-Fi, movies, television, music and interactive software, as well as portable in-flight entertainment ("IFE") solutions, content management services, e-commerce solutions and original content development. Our mission is to deliver exceptional quality and value to our customers to help them achieve their connectivity and content objectives. Our business is comprised of two operating segments: Connectivity and Content.

Our Connectivity segment provides Wi-Fi connectivity and operations solutions to our airline, maritime and land-based customers through separate service lines: Aviation and Maritime & Land. Our Aviation service line offers specialized network equipment, media applications and premium content services that enable airline passengers to access Internet, live television, on-demand content, texting services, shopping and travel-related information, as well as real-time data and operations solutions that enable our airline customers to improve their internal operations. Our Maritime & Land service line offers a multimedia platform delivering fully integrated, multi-media and mission-critical communications globally to cruise ship, ferry, yacht and commercial vessel owners and operators, mobile network and telecommunications companies, and a variety of land-based, global, governmental and non-governmental organizations and enterprises, and represents our recently acquired EMC business.

Our Content segment is comprised of our Media & Content service line, which selects, manages and distributes wholly-owned and licensed media content, video and music programming, applications, digital advertising solutions and games to airlines worldwide, as well as to maritime and other away-from-home non-theatrical markets.

Our principal executive office is located at 4553 Glencoe Avenue, Suite 300, Los Angeles, California 90292; and our telephone number is (310) 437-6000.

The EMC Acquisition

On July 27, 2016, we completed the acquisition of EMC, a communications services provider that offers a multimedia platform delivering communications, Internet, live television, on-demand video, voice, cellular and 3G/LTE services. EMC leverages its wholly-owned and operated satellite-terrestrial-cellular broadband network with fully meshed Multiprotocol Label Switching ("MPLS") interconnected teleports. EMC has a portfolio of patented technologies and delivers services to land-based sites and marine vessels globally. EMC owns and operates its own ground infrastructure and global field support centers with engineers hired and trained by EMC, permitting EMC to flexibly and quickly deploy support to customers around the world. Key aspects of EMC's services include:

- *Connectivity*—EMC provides global satellite bandwidth (C-Band, Ku-Band, Ka-Band), terrestrial broadband network, cellular and 3G services, remote fiber network and fully meshed MPLS interconnected teleports;
- *Access*—EMC provides access to live television worldwide, video (on demand and subscription), 3G cellular services, Internet, voice, data, high-definition video conferencing and universal portals, including through its proprietary SpeedNet product; and
- *Support*—EMC has field support centers worldwide, each of which has a spare parts inventory, a 24 hour/7 days network operations center, certified technicians, system integration and project management.

EMC's largest customers include cruise lines, commercial shipping vessels, telecommunication companies, energy companies and non-governmental organizations.

As of June 30, 2016, EMC had approximately 461 full and part-time employees and contractors. EMC employees and contractors are engaged in marketing, sales, product development, product management, teleport, accounting, legal, finance, management information systems and network engineering.

RISK FACTORS

Investing in our common stock involves risks. Before you make a decision to buy our common stock, in addition to the risks and uncertainties discussed under "Forward-Looking Statements" and the risks described below, you should carefully consider the specific risks set forth under the caption "Risk Factors" in any applicable prospectus supplement and in our most recent Annual Report on Form 10-K and our subsequently filed Quarterly Reports on Form 10-Q, which are incorporated herein by reference. If any of these risks actually occur, it may materially harm our business, financial condition, liquidity and results of operations. As a result, the market price of our common stock could decline, and you could lose all or part of your investment. Additionally, the risks and uncertainties described in this prospectus, any prospectus supplement or in any document incorporated by reference herein or therein are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also later become material and adversely affect our business.

We identified a material weakness in our internal control over financial reporting as of December 31, 2015 relating to resources and the timeliness of our financial statement close process, as reported in our Annual Report on Form 10-K for the year ended December 31, 2015 filed with the SEC on March 17, 2016 (the "2015 Form 10-K"). In 2016, we have identified an additional material weakness in the areas of the design and operating effectiveness of control and monitoring activities, and the quality of information used in the operation of our financial controls. If we are unable to remediate these material weaknesses and maintain effective internal control over financial reporting, the accuracy and timeliness of our financial reporting may be adversely affected.

Maintaining effective internal control over financial reporting is necessary for us to produce reliable financial statements. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of annual or interim financial statements will not be prevented or detected on a timely basis. We identified a material weakness in our internal control over financial reporting as of December 31, 2015 relating to resources and the timeliness of our financial statement close process, as reported in our 2015 Form 10-K. As of December 31, 2015, our assessment of internal control over financial reporting did not include the internal control over Western Outdoor Interactive Private Limited ("WOI"), which had been acquired during 2015. During the first half of 2016, we did not sufficiently focus on assessing the risks of material misstatement and implementing effective transaction level controls at WOI for purposes of our assessment of internal control over financial reporting as of December 31, 2016. Also, during the third quarter of 2016, we consummated a large business combination which occupied significant amounts of our personnel who are also responsible for the performance of important controls. Due to our focus on this transaction and the lack of sufficient qualified resources, we failed to execute certain control and monitoring activities timely, and at a sufficient level of precision to address the risk of material misstatement to our financial statements. Also, we did not appropriately test the completeness and accuracy of information used in the performance of these control and monitoring activities. As a result, during the third quarter of 2016, we identified an additional material weakness in our control activities, monitoring, and information and communication systems. Specifically, our management determined that we do not have effective internal controls related to (i) the design of controls with the appropriate precision and responsiveness to address risks relating to the accuracy of financial information being reported by WOI, (ii) the design of controls to validate the completeness and accuracy of underlying data used in the performance of controls over accounting transactions and disclosures, (iii) the timely and effective implementation of our controls, including evidence of operating effectiveness, and (iv) effective monitoring of our controls.

We may need to expend significant financial resources to remediate these material weaknesses. We may also identify additional material weaknesses in the future. If we are unable to establish and

maintain effective internal control over financial reporting, we may not be able to produce timely and accurate financial statements. If that were to happen, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of our securities could decline, and we could be subject to sanctions or investigations by NASDAQ, the SEC or other regulatory authorities.

Our ability to receive distributions from our investment in the WMS joint venture is subject to risks that could adversely affect our business, financial condition, cash flows and results of operations.

Through EMC, we own a 49% equity interest in Wireless Maritime Services, LLC ("WMS"), a provider of global cellular roaming services to off-shore vessels. WMS's managing member, AT&T, owns a 51% equity interest in the WMS joint venture, has the right to nominate three of WMS's five voting board members and controls the day-to-day operations of WMS. WMS's profits and losses for any fiscal year are allocated between AT&T and the Company in proportion to percentage interests owned, after giving effect to any applicable special allocations. Although EMC has a contractual right to receive annual cash distributions from the WMS joint venture in accordance with the WMS operating agreement, those distributions are subject to reduction for certain expenses and other items relating to WMS's operations, including capital expenditures, as determined by WMS's Board (which we do not control). As a result, we may not receive our anticipated cash distributions in any period for reasons beyond our control.

In addition, our investment in WMS is further subject to various risks that could adversely affect our results of operations and financial condition. These risks include, but are not limited to, the following:

- Our interests could diverge from AT&T's interests or we may not agree with AT&T on ongoing activities or on the amount, timing or nature of further investments in WMS;
- WMS profits and cash flows may prove inadequate to fund cash dividends or other distributions to us, or those amounts may be subject to reduction as noted above;
- Our control over the operations of and other decisions relating to WMS is limited;
- Due to differing business models or long-term business goals, AT&T may decide not to fund capital investments in WMS, impairing the value of the WMS joint venture;
- We may lose the rights to technology or products being developed by WMS, including if AT&T is acquired by another company, or experiences financial or other losses;
- Many of the contractors on which WMS relies are with AT&T, and "seconded" to WMS from AT&T, such that WMS relies on these contractors, personnel and other resources provided to it by AT&T; and
- We may experience difficulties or delays in collecting amounts due to us from WMS.

Risks Related to EMC's Business and Industry

Our EMC business may experience customer attrition as satellite capacity providers increasingly enter into arrangements directly with customers.

EMC relies on satellite providers in order to secure the satellite capacity needed to conduct its operations and provide its services to customers. There is no guarantee that EMC will be able to obtain the capacity needed to conduct its operations at current rates and levels moving forward, or to obtain capacity on commercially reasonable terms or at all. Because satellite owners are increasingly seeking to enter into arrangements directly with end users for satellite capacity, EMC may experience customer attrition and may be unable to compete with satellite owners who could offer greater pricing flexibility and satellite capacity options. EMC's failure to compete with satellite providers and offer favorable

pricing arrangements to its customers could materially harm our business, financial condition and results of operations.

Satellite failures or degradations in satellite performance could affect our business, financial condition and results of operations.

We lease and utilize satellite capacity to support our broadband services in the United States and internationally for our EMC business. We may lease and use additional satellite capacity in the future. Satellites utilize highly complex technology and operate in the harsh environment of space and, accordingly, are subject to significant operational risks while in orbit. These risks include malfunctions (commonly referred to as anomalies), interference from electrostatic storms, and collisions with meteoroids, decommissioned spacecraft or other space debris. The satellites we employ for our EMC business have experienced various anomalies in the past and will likely experience anomalies in the future. Anomalies can occur as a result of various factors, such as:

- satellite manufacturer error, whether due to the use of new or largely unproven technology or due to a design, manufacturing or assembly defect that was not discovered before launch;
- problems with the power sub-system of the satellite;
- problems with the control sub-system of the satellite; and
- general failures resulting from operating satellites in the harsh space environment, such as premature component failure or wear.

Any single anomaly or series of anomalies, or other operational failure or degradation, on any of the satellites could have a material adverse effect on our operations and revenues and our relationships with current customers and distributors, as well as our ability to attract new customers. Anomalies may also reduce the expected useful life of a satellite, thereby creating additional expense due to the need to provide replacement or backup capacity and potentially reducing revenues if service is interrupted or degraded on the satellites utilized. We may not be able to obtain backup capacity or a replacement satellite on reasonable economic terms, a reasonable schedule or at all.

Although many satellites have redundant or backup systems and components that operate in the event of an anomaly, operational failure or degradation of primary critical components, these redundant or backup systems and components are subject to risk of failure similar to those experienced by the primary systems and components. The occurrence of a failure of any of these redundant or backup systems and components could materially impair the useful life, capacity or operational capabilities of the satellite.

The success of our EMC business depends on the investment in and development of new broadband technologies and advanced communications and secure networking systems, products and services, as well as their market acceptance.

Broadband, advanced communications and secure networking markets are subject to rapid technological change, frequent new and enhanced product and service introductions, product obsolescence and changes in user requirements. Our ability to compete successfully in these markets depends on our success in applying EMC's expertise and technology to existing and emerging broadband, advanced communications and secure networking markets, as well as our ability to successfully develop, introduce and sell new products and services on a timely and cost-effective basis that respond to ever-changing customer requirements, which depends on several factors, including:

- our ability to continue to develop leading technologies;

- our ability to enhance EMC's product and service offerings by continuing to increase satellite capacity, bandwidth cost-efficiencies and service quality and adding innovative features that differentiate its offerings from those of our competitors;
- successful integration of various elements of our complex technologies and system architectures;
- timely completion and introduction of new system and product designs;
- achievement of acceptable product and service costs;
- establishment of close working relationships with major customers for the design of their new communications and secure networking systems incorporating our products and services;
- development of competitive products, services and technologies by existing and new competitors;
- marketing and pricing strategies of our competitors with respect to competitive products and services; and
- market acceptance of our new products and services.

We cannot guarantee that our new technology, product or service offerings in our EMC business will be successful or that any of the new technologies, products or services we offer will achieve sufficient market acceptance. Our EMC business may experience difficulties that could delay or prevent us from successfully selecting, developing, manufacturing or marketing new technologies, products or services, and these efforts could divert our attention and resources from other projects. We cannot be sure that such efforts and expenditures will ultimately lead to the timely development of new offerings and technologies. Any delays could result in increased costs of development or divert resources from other projects. In addition, defects may be found in our products after we begin deliveries that could result in degradation of service quality, and the delay or loss of market acceptance. If we are unable to design, manufacture, integrate and market profitable new products and services for existing or emerging markets, it could materially harm our business, financial condition and results of operations.

Any satellite capacity constraints could harm our EMC business.

We compete for satellite capacity with a number of commercial entities, such as broadcasting companies, and governmental entities, such as the military. In certain markets, the availability and pricing of capacity could be subject to competitive pressure, such as during renewals. There is no guarantee that we will be able to secure the capacity needed to conduct the operations of our EMC business at current rates or levels going forward. Our inability to obtain sufficient satellite bandwidth on commercially reasonable terms could harm our business, financial condition and results of operations.

We may experience losses from fixed-price contracts in our EMC business.

We typically provide the services of our EMC business for a fixed-rate monthly recurring fee under long-term contracts, which are usually three to five years in length. These contracts carry the risk of potential cost overruns because we assume all of the cost burden. We assume greater financial risk on fixed-price contracts than on other types of contracts because if we do not anticipate technical problems, estimate costs accurately or control costs during performance of a fixed-price contract, it may significantly reduce the net profit of our EMC business or cause a loss on the contract. Because many of these contracts involve new technologies and applications and can last for years, unforeseen events, such as technological difficulties, fluctuations in the price of materials, problems with the suppliers and cost overruns, can result in the contractual price becoming less favorable or even unprofitable to us over time. Furthermore, if we do not meet contract deadlines or specifications, we may need to renegotiate contracts on less favorable terms, be forced to pay penalties or liquidated damages or suffer major losses if the customer exercises its right to terminate. Although we may attempt to accurately

estimate costs for fixed-price contracts, we cannot guarantee that our estimates will be adequate or that substantial losses on fixed-price contracts will not occur in the future. If we are unable to address any of the risks described above, it could materially harm our business, financial condition and results of operations.

We depend on a limited number of key employees in our EMC business who would be difficult to replace.

We depend on a limited number of key technical, marketing and management personnel to manage and operate our EMC business. In particular, we believe the success of our EMC business depends to a significant degree on our ability to attract and retain highly skilled personnel and those highly skilled design, process and test engineers involved in the manufacture of existing products and the development of new products and processes. The competition for these types of personnel is intense, and the loss of key employees could materially harm our business. To the extent that the demand for qualified personnel exceeds supply, we could experience higher labor, recruiting or training costs in order to attract and retain such employees, or could experience difficulties in performing under EMC's contracts if its needs for such employees were unmet.

The reputation and business of our EMC business could be materially harmed as a result of data breaches, data theft, unauthorized access or hacking.

The success of our EMC business depends, in part, on the secure and uninterrupted performance of its information technology systems. An increasing number of companies have disclosed breaches of their security, some of which have involved sophisticated and highly targeted attacks on their computer networks. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems, change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures in our EMC business. If unauthorized parties gain access to our information technology systems, they may be able to misappropriate assets or sensitive information (such as personally identifiable information of our customers, business partners and employees), cause interruption in financial systems or operations, corruption of data or computers, or otherwise damage the reputation and business of our EMC business. In such circumstances, we could be held liable to our customers, vendors, business partners or other parties, or be subject to regulatory or other actions for breaching privacy rules. Any compromise of our security could result in a loss of confidence in our security measures, and subject us to litigation, civil or criminal penalties, and negative publicity that could adversely affect our business, financial condition and results of operations.

Terrorist acts, conflicts, wars and natural disasters may materially adversely affect our EMC business.

In a number of countries where we operate our EMC business, we are subject to increased risk of disruption to the business due to terrorist acts, conflicts, wars, adverse weather conditions, natural disasters, power outages, pandemics or other public health crises and environmental incidents, wherever located around the world. The potential for future terrorist attacks and natural disasters, the national and international responses to terrorist attacks and natural disasters or perceived threats to national security and other actual or potential conflicts or wars may create economic and political uncertainties. Heightened geopolitical risk, most notably in Africa and the Middle East, could materially adversely affect our EMC business.

Risks Related to Regulation of Our EMC Business

Changes in the regulatory environment could have a material adverse impact on the competitive position, growth and financial performance of our EMC business.

The operations of our EMC business are highly regulated. Our EMC business is subject to the regulatory authorities of the jurisdictions in which we operate, including the United States and other jurisdictions around the world, including in countries where the legal and regulatory regimes are substantially less developed than in the United States. Those authorities regulate, among other things, the operation of satellites, the use of radio spectrum, the licensing of earth stations and other radio transmitters, the provision of communications services, the design, manufacture and marketing of communications systems and networking infrastructure and maritime activity. We cannot predict when or whether applicable laws or regulations may come into effect or change, or what the cost and time necessary to comply with such new or updated laws or regulations may be. Failure to comply with applicable laws or regulations could result in the imposition of financial penalties against us, the adverse modification or cancellation of required authorizations, or other material adverse actions.

Laws and regulations affecting our EMC business are subject to change in response to industry developments, new technology, and political considerations. Legislators and regulatory authorities in various countries are considering, and may in the future adopt, new laws, policies and regulations, as well as changes to existing regulations, regarding a variety of matters that could, directly or indirectly, affect our operations or the operations of our distribution partners, increase the cost of providing products and services and make the products and services of our EMC business less competitive in our core markets.

Changes to laws and regulations could materially harm our EMC business by (1) affecting our ability to obtain or retain required governmental authorizations, (2) restricting our ability to provide certain products or services, (3) restricting development efforts by us and our customers, (4) making current products and services less attractive or obsolete, (5) increasing operational costs, or (6) making it easier or less expensive for our competitors to compete with us. Changes in, or our failure to comply with, applicable laws and regulations could materially harm our business, financial condition and results of operation.

The international sales and operations of our EMC business are subject to applicable laws relating to trade, export controls, anti-money laundering and foreign corrupt practices, the violation of which could adversely affect its operations.

We must comply with all applicable export control laws and regulations of the United States and other countries. U.S. laws and regulations applicable to it include the Arms Export Control Act, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and the trade sanctions laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). The export of certain satellite hardware, services and technical data relating to satellites is regulated by the U.S. Department of State under ITAR. Other items are controlled for export by the U.S. Department of Commerce under the EAR. We cannot provide services to certain countries subject to U.S. trade sanctions unless we first obtain the necessary authorizations from OFAC. In addition, we are subject to the Foreign Corrupt Practices Act, which generally bars bribes or unreasonable gifts to foreign governments or officials. A portion of EMC's business is with foreign governments which could increase the risk of potential anti-corruption compliance issues. Violations of these laws or regulations could result in significant sanctions including fines, onerous compliance requirements, extensive debarments from export privileges or loss of authorizations needed to conduct aspects of our international business. A violation of ITAR or the other regulations described above could materially adversely affect our business, financial condition and results of operations.

Our EMC business is exposed to certain risks inherent in doing business in each of the countries in which it operates.

We operate our EMC business in numerous countries around the world and intend to continue to expand the number of countries in which we operate. However, because operations in some countries may be temporary, the total number of countries fluctuates. There are many risks inherent in conducting business internationally that are in addition to or different than those affecting the United States operations of our EMC business, including:

- sometimes vague and confusing regulatory requirements that may be subject to unexpected changes or interpretations;
- import and export restrictions;
- tariffs and other trade barriers;
- difficulty in staffing and managing geographically dispersed operations and culturally diverse work forces;
- increased travel, infrastructure and legal compliance costs associated with multiple international locations;
- differences in employment laws and practices among different countries, including restrictions on terminating employees;
- differing technology standards;
- fluctuations in currency exchange rates;
- imposition of currency exchange controls;
- potential political and economic instability in some regions;
- legal and cultural differences in the conduct of business;
- lack of traditional concepts of due process and sometimes arbitrary application of laws and sanctions, including criminal charges and arrests;
- difficulties in raising awareness of applicable United States laws to our agents and third-party intermediaries;
- potentially adverse tax consequences;
- difficulties in enforcing contracts and timely collecting receivables;
- difficulties and expense of maintaining international sales distribution channels; and
- difficulties in maintaining and protecting our intellectual property.

Operating internationally exposes our EMC business to increased regulatory and political risks in some non-U.S. jurisdictions where it operates. In addition to changes in laws and regulations, changes in governments or changes in governmental policies in these jurisdictions may alter current interpretation of laws and regulations affecting the business.

Many of the countries in which we operate our EMC business have legal systems that are less developed and less predictable than legal systems in Western Europe or the United States. It may be difficult for us to obtain effective legal redress in the courts of some jurisdictions, whether in respect of a breach of law or regulation, or in an ownership dispute because of: (i) a high degree of discretion on the part of governmental authorities, which results in less predictability; (ii) a lack of judicial or administrative guidance on interpreting applicable rules and regulations; (iii) inconsistencies or conflicts between or within various laws, regulations, decrees, orders and resolutions; (iv) the relative

inexperience of the judiciary and courts in such matters or (v) a predisposition in favor of local claimants against United States companies. If our contracts are governed by the laws of these countries, this may create both legal and practical difficulties in case of a dispute or conflict. Our EMC business operates in regions where the ability to protect contractual and other legal rights may be limited. In addition, having to pursue arbitration or litigation in some countries may be more difficult or expensive than pursuing litigation in the United States.

In certain jurisdictions, the commitment of local business people, government officials and agencies and the judicial system to abide by legal requirements and negotiated agreements may be unreliable. In particular, agreements may be susceptible to revision or cancellation and legal redress may be uncertain or time-consuming. Actions of governmental authorities or officers may adversely affect joint ventures, licenses, license applications or other legal arrangements, and such arrangements in these jurisdictions may not be effective or enforced.

The authorities in the countries where we operate our EMC business may introduce additional regulations for the oil and gas and telecommunications industries with respect to, but not limited to, prospecting, development, production, taxes, price controls, export controls, currency remittance, expropriation of property, foreign investment, maintenance of claims, environmental legislation, land use, land claims of local people, water use, labor standards, occupational health network access and other matters. New rules and regulations may be enacted or existing rules and regulations may be applied or interpreted in a manner which could limit our ability to provide the services of our EMC business. Amendments to current laws and regulations governing operations and activities in the oil and gas industry and telecommunications industry could harm our operations and financial results. Compliance with and changes in tax laws or adverse positions taken by taxing authorities could be costly and could affect our operating results.

Compliance related tax issues could also limit our ability to do business in certain countries. Changes in tax laws or tax rates, the resolution of tax assessments or audits by various taxing authorities, disagreements with taxing authorities over tax positions and the ability to fully utilize the tax loss carry-forwards and tax credits of our EMC business could have a significant financial impact on its future operations and the way it conducts, or if it conducts, business in the affected countries.

We may face difficulties in obtaining regulatory approvals to provide telecommunication services or to operate our business in particular countries or territorial waters, and we may face changes in regulation, all of which could adversely affect the operations of our EMC business.

In a number of countries where we operate our EMC business, the provision of telecommunication services is highly regulated. In such countries, we are required to obtain approvals from national and local authorities in connection with most of the services that we provide. In many jurisdictions, we must maintain such approvals through compliance with license conditions or payment of annual regulatory fees. Many of our customers utilize our services on mobile vessels or drilling platforms that may enter into new countries on short notice. If we do not already have a license to provide our service in that country or to operate in that country's territorial waters, if required, we may be required to obtain a license or other regulatory approval on short notice, which may not be feasible in some countries. Failure to comply with such regulatory requirements could subject us to various sanctions including fines, penalties, arrests or criminal charges, loss of authorizations and the denial of applications for new authorizations or for the renewal of existing authorizations or cause us to delay or terminate our service to such vessel or platform until such license or regulatory approval may be obtained. In some areas of international waters, it is ambiguous as to which country's regulations apply, if any, and thus difficult and costly for us to determine which licenses or other regulatory approvals we should obtain. In such areas, we could be subject to various penalties or sanctions if we fail to comply with the applicable country's regulations. Future changes to the regulations under which we operate our EMC

business could make it difficult for us to obtain or maintain authorizations, increase our costs or make it easier or less expensive for competitors to compete with us.

Risks Related to EMC Litigation and Intellectual Property

Legacy claims against or ongoing litigation involving EMC could have an adverse effect on our business, financial condition and operating results.

On March 3, 2016, Advanced Media Networks, L.L.C. filed suit against EMC and Maritime Telecommunications Network, Inc., a wholly-owned indirect subsidiary of EMC, for allegedly infringing two of its patents and seeking injunctive relief and unspecified monetary damages. The case is now pending in the in the United States District Court for the Southern District of Florida. Both of the asserted patents are under reexamination or inter partes review by the U.S. Patent & Trademark Office, and the plaintiff is suing other third parties for allegedly infringing these patents. The potential range of loss related to this matter cannot be determined. In addition, in April 2016, STM Atlantic N.V. and STM Group, Inc. (jointly, "STM") filed a breach of contract action in Delaware Superior Court against EMC relating to EMC's acquisition of STM Norway AS, STMEA (FZE), Vodanet Telecomuniçacões Ltda., and STM Networks from STM. STM alleges, among other things, that EMC breached earnout provisions in the EMC-STM purchase agreement by failing to develop and sell certain technology. STM is seeking $20 million in damages.

EMC disputes the allegations in the foregoing matters and intends to defend against them vigorously. EMC has incurred, and we will continue to incur, costs to defend and/or settle such lawsuits and such costs may be material. We may be required to pay substantial damages and/or be subject to injunctive relief as a result of these matters, and until resolved, these matters may divert the attention of our management and other resources. The outcome of these matters is inherently uncertain and could have a materially adverse effect on our business, financial condition, and results of operations.

The intellectual property rights relating to our EMC business are valuable, and any failure or inability to sufficiently protect them could harm our business and operating results.

The success of our EMC business depends significantly on our ability to protect our proprietary rights to the technologies we use in our products and services, particularly with respect to EMC's proprietary SpeedNet product. We generally rely on a combination of patents, copyrights, trademarks and trade secret laws and contractual rights to protect our proprietary rights in our technology and products. We also enter into confidentiality agreements with our employees, consultants and corporate partners, and control access to and distribution of our proprietary information. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy or otherwise obtain and use our products or technology. If we are unable to protect our proprietary rights adequately, our competitors could use the intellectual property we have developed to enhance their own products and services, which could materially harm our EMC business and impair the value of our common stock. Monitoring and preventing unauthorized use of our technology is difficult. From time to time, we undertake actions to prevent unauthorized use of our technology, including sending cease and desist letters. In addition, we may be required to commence litigation to protect our intellectual property rights or to determine the validity and scope of the proprietary rights of others. If we are unsuccessful in any such litigation in the future, our rights to enforce such intellectual property may be impaired or we could lose some or all of our rights to such intellectual property. We do not know whether the steps we have taken will prevent unauthorized use of our technology, including in foreign countries where the laws may not protect our proprietary rights as extensively as in the United States. If we are unable to protect our proprietary rights, we may find ourselves at a competitive disadvantage to others who need not incur the substantial expense, time and effort required to create the innovative products.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of our common stock by the selling stockholders. All proceeds from the sale of our common stock pursuant to this prospectus will be for the accounts of the selling stockholders.

SELLING STOCKHOLDERS

The following table sets forth, as of the date of this prospectus, the names of the selling stockholders for whom we are registering the resale of shares of our common stock from time to time and the number of shares that the selling stockholders may offer pursuant to this prospectus. The shares offered by the selling stockholders were issued pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. We have filed with the SEC under the Securities Act the registration statement of which this prospectus forms a part pursuant to the registration rights agreements described below under "Material Relationships with Selling Stockholders."

The table below sets forth certain information known to us, based on written representations from the selling stockholders, with respect to the beneficial ownership of our shares of common stock held by the selling stockholders as of October 10, 2016, except as described in the notes to such table. Because the selling stockholders may sell, transfer or otherwise dispose of all, some or none of the shares of our common stock covered by this prospectus, we cannot determine the number of such shares that will be sold, transferred or otherwise disposed of by the selling stockholders, or the amount or percentage of shares of our common stock that will be held by the selling stockholders upon termination of any particular offering. See "Plan of Distribution." For purposes of the table below, we assume that the selling stockholders will sell all their shares of common stock covered by this prospectus.

The percentages of shares owned set forth below are based on 85,309,744 shares of our common stock issued and outstanding as of October 10, 2016 (excluding 3,053,634 shares of our common stock held by one of our wholly-owned subsidiaries). The number of shares beneficially owned for the selling stockholders other than UMG Recordings, Inc. and Jeffer Mangels Butler & Mitchel LLP includes such selling stockholders' pro rata portion of the shares we may issue as deferred consideration under the interest purchase agreement relating to the EMC acquisition (the "Purchase Agreement"). The number of shares that may be issued as deferred consideration was calculated in accordance with the registration rights agreement entered into in connection with the Purchase Agreement (as described below) and represents 120% of the number of shares that would be issued as deferred consideration based on the closing price of our common stock on NASDAQ on October 5, 2016 and assuming we elect to pay all such deferred consideration in shares of common stock. See "Material Relationships with Selling Stockholders—EMC Acquisition" below.

Unless otherwise described below, to our knowledge, none of the selling stockholders has held any position or office or had any other material relationship with us or our affiliates during the three years prior to the date of this prospectus.

	Shares Beneficially Owned Prior to the Offering		Maximum Number of Shares That May be Sold in the Offering[1]	Shares Beneficially Owned Following the Offering[2]	
Name of Selling Stockholder	Number	%		Number	%
EMC Holdco 2 B.V.[3]	7,149,812[4]	8.4	7,149,812[4]	—	—
Abel Avellan[5]	951,236[6]	1.1	776,236[6]	175,000	*
Joshua B. McLane	127,251[7]	*	127,251[7]	—	—
David H. Ferdman	31,812[8]	*	31,812[8]	—	—
Jorgan Gismervik	297,770[9]	*	297,770[9]	—	—
Newstone Capital Partners II, L.P.	192,812[10]	*	192,812[10]	—	—
UMG Recordings, Inc.	1,197,280	1.4	1,197,280	—	—
Jeffer Mangels Butler & Mitchell LLP	163,265	*	163,265	—	—

* Less than 1%

(1) Represents the number of shares being registered on behalf of the selling stockholder pursuant to this registration statement, which may be less than the total number of shares beneficially owned by such selling stockholder.

(2) Assumes that the selling stockholders dispose of all of the shares of common stock covered by this prospectus and do not acquire beneficial ownership of any additional shares. The registration of these shares does not necessarily mean that the selling stockholders will sell all or any portion of the shares covered by this prospectus.

(3) ABRY Partners VII, L.P., an affiliate of EMC Holdco 2 B.V., may be deemed to control EMC Holdco 2 B.V. See "Material Relationships with Selling Stockholders" below.

(4) Includes up to an estimated 2,591,906 shares that may be issued to this stockholder as deferred consideration in connection with the EMC acquisition.

(5) Mr. Avellan is the Company's President and Chief Strategy Officer.

(6) Includes up to an estimated 281,396 shares that may be issued to this stockholder as deferred consideration in connection with the EMC acquisition.

(7) Includes up to an estimated 46,130 shares that may be issued to this stockholder as deferred consideration in connection with the EMC acquisition.

(8) Includes up to an estimated 11,533 shares that may be issued to this stockholder as deferred consideration in connection with the EMC acquisition.

(9) Includes up to an estimated 107,946 shares that may be issued to this stockholder as deferred consideration in connection with the EMC acquisition.

(10) Includes up to an estimated 69,897 shares that may be issued to this stockholder as deferred consideration in connection with the EMC acquisition.

Material Relationships with Selling Stockholders

EMC Acquisition

Interest Purchase Agreement

On May 9, 2016, we entered into the Purchase Agreement with EMC Acquisition Holdings, LLC, an affiliate of ABRY Partners VII, L.P. ("ABRY"), to acquire EMC. On July 27, 2016 we completed the EMC acquisition. The payment of the purchase price for EMC included the issuance of an aggregate of 5,466,886 shares of our common stock on July 27, 2016 to EMC Holdco 2 B.V., Abel Avellan, Joshua B. McLane, David H. Ferdman, Jorgan Gismervik and Newstone Capital Partners II, L.P ("Sellers"). As part of the purchase price for EMC, we are also obligated to pay to the Sellers an aggregate of $25.0 million of deferred consideration in the form of cash or shares of our common stock, at our election, on July 27, 2017. Pursuant to the terms of the registration rights agreement we entered into in connection with the EMC acquisition (described below), we are including in this prospectus an aggregate of 3,108,808 shares that may be issued to the Sellers as deferred consideration, which equals 120% of the number of shares issuable as deferred consideration based on the closing price of our common stock on NASDAQ on October 5, 2016 and assuming we elect to pay all of the deferred consideration in the form of shares of our common stock. The actual number of shares issued as deferred consideration will be determined at the time of issuance in accordance with the Purchase Agreement, which provides that 50% of such shares will be valued at $8.40 per share and 50% of such shares will be valued based on the 20 trading day volume weighted average price per share of our common stock, measured as of July 25, 2017 (two days prior to the first anniversary of the closing of the EMC acquisition). As a result, the actual number of shares issued as deferred consideration could be materially greater or less than 3,108,808 shares of common stock depending on

whether we elect to pay the deferred consideration in the form of cash or shares of our common stock and the actual 20 trading day volume weighted average price per share of our common stock on July 25, 2017. Nothing contained herein shall be deemed to constitute an indication or prediction with respect to either of such factors.

Registration Rights Agreement

On July 27, 2016, we entered into a registration rights agreement with EMC Holdco 2 B.V. and the other stockholders party thereto, relating to the shares of our common stock we issued as part of the purchase price in connection with the EMC acquisition. Pursuant to the registration rights agreement, we agreed to prepare and file with the SEC a resale shelf registration statement covering the shares issued to the Sellers and any shares issuable as deferred consideration, and to use our commercially reasonable efforts to cause such registration statement to become effective and to remain effective until the earlier of three years after effectiveness and the date on which all shares covered by the registration rights agreement are eligible for resale under Rule 144 (without regard to the volume limitations set forth therein) under the Securities Act or such earlier date when the applicable parties to the registration rights agreement no longer hold shares entitled to be registered.

Abel Avellan

Abel Avellan, the co-founder and former Chief Executive Officer of EMC, is our President and Chief Strategy Officer. In connection with the EMC acquisition, we, through EMC, entered into a Services Agreement ("Services Agreement") with STMEA, a Sharjah (United Arab Emirates) Free Zone company and a wholly-owned subsidiary of Trio Connect, LLC ("Trio"), which is owned by ABRY, Mr. Avellan and other equity holders not affiliated with the Company. Mr. Avellan owns an approximately 7.5% equity interest in Trio. Under the Services Agreement, certain of our future employees are temporarily employed by a wholly-owned Trio entity and will be transferred to a wholly-owned Company subsidiary in the United Arab Emirates, which we expect to be fully operational in the fourth quarter of 2016. The monthly cost for these employees is approximately $191,000 and we expect the Services Agreement to terminate in the fourth quarter of 2016 when the employees transition to our new wholly-owned subsidiary.

ABRY

On May 9, 2016, we entered into a nomination agreement with EMC Holdco 2 B.V. (the "ABRY Nomination Agreement"), pursuant to which ABRY has the right to nominate one individual for election to our board of directors. This right terminates when (i) ABRY holds less than 5% of our outstanding common stock, (ii) ABRY or its affiliates consummate a "competitive transaction" (as defined in the ABRY Nomination Agreement), or (iii) any partner, member or employee of ABRY or any of its affiliates becomes a director, board observer or executive officer of any competitor of the Company. The ABRY Nomination Agreement also includes a "standstill" provision that provides that, subject to certain exceptions, ABRY and its affiliates will be prohibited from taking certain actions to influence or control the Company (including acquiring additional securities of the Company) until six months after the termination of ABRY's nomination right. As of October 10, 2016, ABRY had not exercised its nomination right, and there is no ABRY nominee on our Board. ABRY also owns an approximately 90% equity interest in Trio.

UMG Settlement

Settlement Agreement

On August 9, 2016, we entered into a Settlement Agreement ("Settlement Agreement") with UMG Recordings, Inc., Capitol Records, LLC, Universal Music Corp., and entities affiliated with them

(collectively, "UMG") resolving all claims relating to the previously disclosed lawsuit filed by UMG against the Company and certain of its subsidiaries for music copyright infringement and related claims. As part of the settlement, we agreed to make cash and stock payments to UMG and/or its designees, which included Jeffer Mangels Butler & Mitchell LLP. This includes (i) the payment of $15,000,000 in cash and the issuance of 1,360,545 shares of our common stock within two business days of execution of the Settlement Agreement, (ii) the obligation to pay $5,000,000 in cash on or prior to March 31, 2017, and (iii) (1) if at any time the closing price of our common stock on NASDAQ ("Closing Price") exceeds $10.00 per share, the issuance of 500,000 shares of our common stock and (2) if at any time the Closing Price exceeds $12.00 per share, the issuance of 400,000 shares of our common stock. We may elect to pay cash in lieu of issuing shares under clause (iii) of the preceding sentence.

The Settlement Agreement contains a mutual release between the Company and UMG and, subject to certain exceptions, our and their subsidiaries and affiliates, and a release by UMG of our customers and of our and our customers' authorized integrators and other vendors of all claims under foreign or U.S. law relating to any alleged infringing use of "UMG Content" (as defined below) prior to August 9, 2016. The Settlement Agreement defines "UMG Content" as original works of authorship owned or controlled by UMG or its affiliates, and including but not limited to sound recordings, musical compositions, music videos and related artwork, logos, artist name, voice, likeness and similar rights and metadata.

In addition, the Settlement Agreement provides that the Company and UMG will use best efforts to negotiate and execute a license agreement for the Company's use of certain UMG Content. And, UMG agreed that, to the extent the Company uses (until February 1, 2017) any UMG Content that it used on or prior to August 9, 2016, UMG will refrain from initiating any legal or other proceedings asserting any claim against the Company, our customers and their authorized vendors arising from any alleged infringing use of UMG Content.

Registration Rights Agreement

On August 9, 2016, we entered into a registration rights agreement relating to the registration of the resale of the shares of the Company's common stock issued to UMG and its designees under the Settlement Agreement. Under the registration rights agreement, we agreed to file a resale shelf registration statement covering the shares issued under the Settlement Agreement and to use our commercially reasonable efforts to cause the registration statement to become and remain effective until the subject shares become eligible for resale without regard to the volume limitations under Rule 144 under the Securities Act or until such earlier date when the subject shares are no longer entitled to be registered. If the closing price of our common stock on NASDAQ exceeds $10.00 per share and/or $12.00 per share, as described above, and we elect to issue shares of our common stock to UMG, we will be obligated to file a registration statement with the SEC covering the resale of such shares in accordance with the registration rights agreement.

DESCRIPTION OF CAPITAL STOCK

Authorized and Outstanding Stock

We have authorized 401,000,000 shares of capital stock, consisting of 375,000,000 shares of common stock, $0.0001 par value per share, 25,000,000 shares of non-voting common stock, $0.0001 par value per share, and 1,000,000 shares of undesignated preferred stock, $0.0001 par value per share. As of October 10, 2016, there were 85,309,744 shares of our common stock (excluding 3,053,634 shares of our common stock held by one of our wholly-owned subsidiaries) outstanding, no shares of non-voting common stock outstanding and no shares of preferred stock outstanding. As of October 10, 2016, there were 93 holders of record of our capital stock. This figure does not include the number of persons whose securities are held in nominee or "street" name accounts through brokers.

Common Stock

Our second amended and restated certificate of incorporation (our "Charter") provides that, except with respect to voting rights and conversion rights applicable to the non-voting common stock, the common stock and non-voting common stock have identical rights, powers, preferences and privileges.

Voting Power

Except as otherwise required by law or as otherwise provided in any certificate of designation for any series of preferred stock, the holders of common stock possess all voting power for the election of our directors and all other matters requiring stockholder action. Holders of common stock are entitled to one vote per share on matters to be voted on by stockholders. Holders of non-voting common stock have no voting power and no right to participate in any meeting of stockholders or to receive notice thereof, except as required by applicable law and except that any action that would adversely affect the rights of the non-voting common stock relative to the common stock with respect to the modification of the terms of the securities or dissolution will require the approval of the non-voting common stock voting separately as a class. Except as otherwise provided by law, applicable stock exchange rules, our Charter or our Amended and Restated Bylaws (our "Bylaws"), all matters to be voted on by our stockholders must be approved by a majority of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote on the subject matter. In the case of an election of directors, where a quorum is present, a majority of the votes cast will be required to elect each director in an uncontested election, but a plurality of the votes cast will be sufficient to elect a director in a contested election.

Dividends

Holders of common stock and non-voting common stock will be equally entitled to receive such dividends, if any, as may be declared from time to time by our board of directors (our "Board") in its discretion out of funds legally available therefor. In no event will any stock dividends or stock splits or combinations of stock be declared or made on common stock or non-voting common stock unless the shares of common stock and non-voting common stock at the time outstanding are treated equally and identically, provided that, in the event of a dividend of common stock or non-voting common stock, shares of non-voting common stock shall only be entitled to receive shares of non-voting common stock and shares of common stock shall only be entitled to receive shares of common stock.

We have not paid any cash dividends on our common stock to date and do not anticipate declaring any dividends in the foreseeable future. In addition, our current credit facilities contain restrictions on our ability to pay dividends.

Liquidation, Dissolution and Winding Up

In the event of our voluntary or involuntary liquidation, dissolution, distribution of assets or winding-up, the holders of the common stock and non-voting common stock will be entitled to receive an equal amount per share of all of our assets of whatever kind available for distribution to stockholders, after the rights of the holders of the preferred stock have been satisfied.

Corporate Transactions

In the event that any consideration is paid or distributed to our stockholders or any shares of our capital stock are converted into any other form of consideration in connection with (i) any sale, lease, transfer, exclusive license, exchange or other disposition of any material portion of our property and assets (or any material portion of the property and assets of any of our direct or indirect subsidiaries), (ii) any merger, consolidation, business combination or other similar transaction involving us or any of our direct or indirect subsidiaries with any other entity, or (iii) any recapitalization, liquidation, dissolution or other similar transaction involving us or any of our direct or indirect subsidiaries, then the shares of common stock and non-voting common stock will be treated equally, identically and ratably on a per share basis with respect to any such consideration or distribution or conversion.

Preemptive or Other Rights

Our stockholders have no preemptive or other subscription rights and there are no sinking fund or redemption provisions applicable to our common stock or non-voting common stock.

Election of Directors

Our Board is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. There is no cumulative voting with respect to the election of directors, with the result that the holders of more than 50% of the shares voted for the election of directors can elect all of the directors.

Preferred Stock

Our Charter provides that shares of preferred stock may be issued from time to time in one or more series. Our Board is authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. Our Board is able to, without stockholder approval, issue preferred stock with voting and other rights that could adversely affect the voting power and other rights of the holders of the common stock and could have anti-takeover effects. The ability of our Board to issue preferred stock without stockholder approval could have the effect of delaying, deferring or preventing a change of control of the Company or the removal of existing management. We have no preferred stock outstanding at the date hereof. Although we do not currently intend to issue any shares of preferred stock, we cannot assure you that we will not do so in the future.

Warrants

As of September 30, 2016, there were outstanding warrants exercisable for approximately 7,340,000 shares of our common stock, consisting of (i) warrants exercisable for an aggregate of approximately 6,173,000 shares of our common stock that were initially issued in connection with our initial public offering ("Public SPAC Warrants") and (ii) warrants exercisable for an aggregate of 1,167,000 shares of our common stock that we assumed in connection with our business combination with Row 44, Inc. (the "Legacy Row 44 Warrants") (including 725,412 Legacy Row 44 Warrants held by one of our wholly-owned subsidiaries).

Public SPAC Warrants

Each Public SPAC Warrant entitles the registered holder to purchase one share of our common stock at a price of $11.50 per share, subject to adjustment as discussed below, at any time. The Public SPAC Warrants will expire on January 31, 2018 at 4:30 p.m., New York City time, or earlier upon redemption or liquidation.

We are not obligated to deliver any shares of common stock pursuant to the exercise of a Public SPAC Warrant and have no obligation to settle such warrant exercise unless a registration statement under the Securities Act with respect to the shares of common stock underlying the Public SPAC Warrants is effective and a prospectus relating thereto is current, except as provided in the following paragraph. In addition, no Public SPAC Warrant is exercisable and we are not obligated to issue shares of common stock upon exercise of a Public SPAC Warrant unless common stock issuable upon such warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the Public SPAC Warrant. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Public SPAC Warrant, the holder of such Public SPAC Warrant will not be entitled to exercise such Public SPAC Warrant and such warrant may have no value and expire worthless. In no event will we be required to net cash settle any Public SPAC Warrant.

Pursuant to the warrant agreement governing the Public SPAC Warrants, we filed with the SEC a registration statement to register under the Securities Act the issuance of the shares of common stock issuable upon exercise of the Public SPAC Warrants, and we are obligated to use our best efforts to take such action as is necessary to register or qualify for sale, in those states in which the Public SPAC Warrants were initially offered by us, the shares of common stock issuable upon exercise of the Public SPAC Warrants, to the extent an exemption is not available. In addition, we are obligated to use our best efforts to register the shares of common stock issuable upon exercise of a Public SPAC Warrant under the blue sky laws of the states of residence of the exercising warrant holder to the extent an exemption is not available. If at any time we fail to maintain an effective registration statement covering the shares of common stock issuable upon exercise of the Public SPAC Warrants, holders of Public SPAC Warrants will be permitted to exercise such Public SPAC Warrants on a "cashless basis," by exchanging the warrants (in accordance with Section 3(a)(9) of the Securities Act or another exemption) for that number of shares of common stock equal to the quotient obtained by dividing (x) the product of the number of shares of common stock underlying the Pubic SPAC Warrants, multiplied by the difference between the warrant exercise price and the "fair market value" by (y) the fair market value. For this purpose, "fair market value" means the volume weighted average price of our common stock as reported during the 10 trading day period ending on the trading day prior to the date that notice of exercise is received by the warrant agent from the holder of such warrants or the Company's securities broker or intermediary.

We may call the Public SPAC Warrants for redemption:

- in whole and not in part;
- at a price of $0.01 per Public SPAC Warrant;
- upon not less than 30 days' prior written notice of redemption (the "30-day redemption period") to each Public SPAC Warrant holder; and
- if, and only if, the last reported sale price of the common stock equals or exceeds $17.50 per share for any 20 trading days within a 30 trading day period ending three business days before we send the notice of redemption to the Public SPAC Warrant holders.

We will not redeem the Public SPAC Warrant unless an effective registration statement covering the shares of common stock issuable upon exercise of the Public SPAC Warrants is current and

available throughout the 30-day redemption period. If the foregoing conditions are satisfied and we issue a notice of redemption of the Public SPAC Warrants, each Public SPAC Warrant holder will be entitled to exercise his, her or its warrant prior to the scheduled redemption date. However, the price of the common stock may fall below the $17.50 redemption trigger price as well as the $11.50 exercise price after the redemption notice is issued.

If we call the Public SPAC Warrants for redemption as described above, we will have the option to require any holder that wishes to exercise his, her or its Public SPAC Warrants to do so on a "cashless basis." If we take advantage of this option, all holders of Public SPAC Warrants would pay the exercise price by surrendering his, her or its Public SPAC Warrants for that number of shares of common stock equal to the quotient obtained by dividing (x) the product of the number of shares of common stock underlying the Public SPAC Warrants, multiplied by the difference between the exercise price of the Public SPAC Warrants and the "fair market value" by (y) the fair market value. For this purpose, the "fair market value" means the average reported last sale price of our common stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of Public SPAC Warrants. If we take advantage of this option, the notice of redemption will contain the information necessary to calculate the number of shares of common stock to be received upon exercise of the Public SPAC Warrants, including the "fair market value" in such case. Requiring a cashless exercise in this manner will reduce the number of shares to be issued and thereby lessen the dilutive effect of a Public SPAC Warrant redemption.

A holder of a Public SPAC Warrant may notify the Company in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such Public SPAC Warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 9.8% of the shares of our common stock outstanding immediately after giving effect to such exercise.

If the number of outstanding shares of common stock is increased by a stock dividend payable in shares of common stock, or by a split-up of shares of common stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of common stock issuable on exercise of each Public SPAC Warrant will be increased in proportion to such increase in the outstanding shares of common stock. A rights offering to holders of common stock entitling holders to purchase shares of common stock at a price less than the fair market value will be deemed a stock dividend of a number of shares of common stock equal to the product of (i) the number of shares of common stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for common stock) multiplied by (ii) the quotient of (x) the price per share of common stock paid in such rights offering divided by (y) the "fair market value." For these purposes (i) if the rights offering is for securities convertible into or exercisable for common stock, in determining the price payable for common stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "fair market value" means the volume weighted average price of common stock as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the shares of common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if at any time while the Public SPAC Warrants are outstanding and unexpired, we pay a dividend or make a distribution in cash, securities or other assets to the holders of common stock on account of such shares of common stock (or other shares of capital stock for which the Public SPAC Warrant are exercisable), other than (a) as described above or (b) certain ordinary cash dividends, then the warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each share of common stock in respect of such event.

If the number of outstanding shares of common stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of common stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of common stock issuable on exercise of each Public SPAC Warrant will be decreased in proportion to such decrease in outstanding shares of common stock.

Whenever the number of shares of common stock purchasable upon the exercise of the Public SPAC Warrants is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the Public SPAC Warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of common stock purchasable upon the exercise of the Public SPAC Warrants immediately prior to such adjustment, and (y) the denominator of which will be the number of shares of common stock so purchasable immediately thereafter.

In case of any reclassification or reorganization of the outstanding shares of common stock (other than those described above or that solely affects the par value of such shares of common stock), or in the case of any merger or consolidation of us with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding shares of common stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of us as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the Public SPAC Warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Public SPAC Warrants and in lieu of the shares of our common stock immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holders of the Public SPAC Warrants would have received if such holders had exercised their Public SPAC Warrants immediately prior to such event. The warrant agreement provides that if more than 30% of the consideration receivable by the holders of common stock in the applicable event is payable in the form of common stock in the successor entity that is not listed for trading on a national securities exchange or on the over-the-counter market, or is not to be so listed for trading immediately following such event, then the Public SPAC Warrant exercise price will be reduced in accordance with a formula specified in the warrant agreement.

The Public SPAC Warrants have been issued in registered form under a warrant agreement between American Stock Transfer & Trust Company, LLC, as warrant agent, and us. You should review a copy of the warrant agreement, which is filed as an exhibit to the registration statement pertaining to our initial public offering, for a complete description of the terms and conditions applicable to the warrants.

The Public SPAC Warrant holders do not have the rights or privileges of holders of common stock or any voting rights until they exercise their Public SPAC Warrants and receive shares of common stock. After the issuance of shares of common stock upon exercise of the Public SPAC Warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by stockholders.

Registration Rights

See "Selling Stockholders—Material Relationships with Selling Stockholders" for information relating to the registration rights agreements we entered into in connection with the EMC acquisition and our settlement agreement with UMG.

Pursuant to the amended and restated registration rights agreement we entered into in connection with our business combination with Row 44, Inc. and Global Entertainment AG (f/k/a Advanced Inflight Alliance AG) (the "business combination"), we filed a registration statement with the SEC

covering the resale of shares of our common stock issued in a private placement prior to our initial public offering and shares of our common stock issued in the business combination to certain institutional investors (collectively, "registrable securities") and are required to use our reasonable best efforts to maintain the effectiveness of such registration statement until such shares of common stock no longer entitled to be registered. In certain circumstances, the holders of registrable securities are also entitled to require us to undertake an underwritten public offering of all or a portion of such registrable securities pursuant to an effective registration statement, no more than once during any six month period, so long as the estimated market value of the registrable securities to be sold in such offering is at least $10,000,000. Holders of registrable securities also have certain "piggy-back" registration rights with respect to registration statements filed by us.

Anti-Takeover Effects of Delaware Law; Our Certificate of Incorporation and Bylaws; and NASDAQ

Certain Anti-Takeover Provisions of Delaware Law

We are subject to the provisions of Section 203 of the Delaware General Corporation Law regulating corporate takeovers. This statute prevents certain Delaware corporations, under certain circumstances, from engaging in a "Merger" with:

- a stockholder who owns 15% or more of our outstanding voting stock (otherwise known as an "interested stockholder");
- an affiliate of an interested stockholder; or
- an associate of an interested stockholder, for three years following the date that the stockholder became an interested stockholder.

A "Merger" includes a merger or sale of more than 10% of our assets. However, the above provisions of Section 203 do not apply if:

- Our Board approves the transaction that made the stockholder an "interested stockholder," prior to the date of the transaction;
- after the completion of the transaction that resulted in the stockholder becoming an interested stockholder, that stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, other than statutorily excluded shares of common stock; or
- on or subsequent to the date of the transaction, the Merger is approved by our Board and authorized at a meeting of its stockholders, and not by written consent, by an affirmative vote of at least two-thirds of the outstanding voting stock not owned by the interested stockholder.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of NASDAQ, which would apply so long as the common stock remains listed on NASDAQ, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of common stock. These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

One of the effects of the existence of unissued and unreserved common stock or preferred stock may be to enable our Board to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices.

Rule 144

Pursuant to Rule 144, a person who has beneficially owned restricted shares of our common stock or warrants for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least three months before the sale and have filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months (or such shorter period as we were required to file reports) preceding the sale.

Persons who have beneficially owned restricted shares of our common stock or warrants for at least six months but who are our affiliates at the time of, or at any time during the three months preceding, a sale, would be subject to additional restrictions, by which such persons would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of:

- 1% of the total number of shares of common stock then outstanding; or
- the average weekly reported trading volume of the common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales by our affiliates under Rule 144 are also limited by manner of sale provisions and notice requirements and to the availability of current public information about us.

Restrictions on the Use of Rule 144 by Former Shell Companies

Rule 144 is not available for the resale of securities initially issued by shell companies (other than business combination related shell companies) or issuers that have been at any time previously a shell company, such as us, unless the following conditions are met:

- the issuer of the securities that was formerly a shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Current Reports on Form 8-K; and
- at least one year has elapsed from the time that the issuer filed current Form 10 type information with the SEC reflecting its status as an entity that is not a shell company.

As of the date of this prospectus, we satisfy all four of the above conditions.

Transfer Agent and Warrant Agent

The transfer agent for the shares of our common stock and the warrant agent for our Public SPAC Warrants is American Stock Transfer & Trust Company.

Listing

Our common stock is listed on NASDAQ under the symbol "ENT." Our Public SPAC Warrants are quoted on the OTC market under the symbol "ENTWW."

PLAN OF DISTRIBUTION

We are registering the shares covered by this prospectus to permit the selling stockholders to sell shares of our common stock directly to purchasers or through underwriters, broker-dealers or agents from time to time after the date of this prospectus. We will not receive any of the proceeds of the sale of the shares offered by this prospectus. The aggregate proceeds to the selling stockholders from the sale of the shares will be the purchase price of the shares less any discounts and commissions borne by the selling stockholders. Each selling stockholder reserves the right to accept and, together with its respective agents, to reject, any proposed purchases of shares to be made directly or through agents. Unless the context otherwise requires, as used in this prospectus, "selling stockholders" includes the selling stockholders named in the table above in "Selling Stockholders" and the donees, pledgees, transferees or other successors-in-interest selling shares received from the selling stockholders as a gift, pledge, partnership distribution or other transfer after the date of this prospectus.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the shares of common stock or interests therein may be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of those shares may be underwriting discounts and commissions under the Securities Act.

The selling stockholders and any of their permitted transferees may, from time to time, sell any or all of their shares of common stock offered by this prospectus on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed, varying or privately negotiated prices. Subject to the limitations set forth in any applicable registration rights agreement, the selling stockholders may use any one or more of the following methods when selling the shares offered by this prospectus:

- on NASDAQ, in the over-the-counter market or on any other national securities exchange on which our shares are listed or traded;
- to or through underwriters or broker-dealers;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- underwriters or broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

In connection with these sales, the selling stockholders may enter into hedging transactions with underwriters, broker-dealers or other financial institutions that in turn may engage in short sales of shares of our common stock in the course of hedging the positions they assume.

With respect to a particular offering of the shares of common stock held by the selling stockholders, to the extent required, an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the Registration Statement of which this prospectus is part, will be prepared and will set forth the following information:

- the specific shares of common stock to be offered and sold;

- the names of the selling stockholders;
- the respective purchase prices and public offering prices and other material terms of the offering;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- settlement of short sales entered into after the date of this prospectus;
- through the distribution of common stock by any selling stockholder to its partners, members or stockholders;
- the names of any participating agents, broker-dealers or underwriters; and
- any applicable commissions, discounts, concessions and other items constituting compensation from the selling stockholders.

Broker-dealers engaged by the selling stockholders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated.

To our knowledge, there are currently no plans, arrangements or understandings between the selling stockholders and any broker-dealer or agent regarding the sale of the shares by the selling stockholders. Upon our notification by a selling stockholder that any material arrangement has been entered into with an underwriter or broker-dealer for the sale of shares through a block trade, special offering, exchange distribution, secondary distribution or a purchase by an underwriter or broker-dealer, we will file, if required by applicable law or regulation, a supplement to this prospectus pursuant to Rule 424(b) under the Securities Act disclosing certain material information relating to such underwriter or broker-dealer and such offering.

The selling stockholders may also sell shares of our common stock under Rule 144 under the Securities Act, if available, or in other transactions exempt from registration, rather than under this prospectus. The selling stockholders have the sole and absolute discretion not to accept any purchase offer or make any sale of securities if they deem the purchase price to be unsatisfactory at any particular time.

In connection with the sale of the common stock or interests therein, we or selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of the common stock short after the effective date of the registration statement of which this prospectus is a part and deliver these shares to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The selling stockholders may from time to time pledge or grant a security interest in some or all of their shares of common stock to their broker-dealers under the margin provisions of customer agreements or to other parties to secure other obligations. If a selling stockholder defaults on a margin loan or other secured obligation, the broker-dealer or secured party may, from time to time, offer and sell the shares of common stock pledged or secured thereby pursuant to this prospectus. The selling stockholders and any other persons participating in the sale or distribution of the shares of common

stock will be subject to applicable provisions of the Securities Act and the Exchange Act, and the rules and regulations thereunder, including, without limitation, Regulation M. These provisions may restrict certain activities of, and limit the timing of purchases and sales of any of the shares of common stock by, the selling stockholders or any other person, which limitations may affect the marketability of the shares of common stock.

The selling stockholders also may transfer the shares of our common stock in other circumstances, in which case the transferees, pledgees or other successors-in-interest will be the selling beneficial owners for purposes of this prospectus. Upon being notified by a selling stockholder that a donee, pledgee, transferee, other successor-in-interest intends to sell shares, we will, to the extent required, promptly file a supplement to this prospectus to name specifically such person as a selling stockholder.

Our common stock is listed on NASDAQ under the symbol "ENT."

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares of our common stock in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of shares of our common stock against certain liabilities, including liabilities arising under the Securities Act.

There can be no assurance that the selling stockholders will sell all or any of the shares of common stock offered by this prospectus. Moreover, some of the shares of common stock offered by this prospectus may be sold by the selling stockholders in private transactions or under Rule 144 under the Securities Act rather than pursuant to this prospectus.

Agents, broker-dealers and underwriters may be entitled to indemnification by us and the selling stockholders against certain civil liabilities, including liabilities under the Securities Act, or to contribution with respect to payments which the agents, broker-dealers or underwriters may be required to make in respect thereof.

LEGAL MATTERS

The validity of the shares of common stock in respect of which this prospectus is being delivered will be passed on for us by Winston & Strawn LLP.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015, and the effectiveness of our internal control over financial reporting as of December 31, 2015, as set forth in their reports, which are included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015 and incorporated by reference in this prospectus and elsewhere in this registration statement. Our audited consolidated financial statements are incorporated by reference in reliance on Ernst & Young LLP's reports given on their authority as experts in accounting and auditing.

BDO USA, LLP, independent registered public accounting firm, has audited the consolidated financial statements of EMC Acquisition, LLC included in our Current Report on Form 8-K/A filed on October 11, 2016, as set forth in their report, which is included in our Current Report on Form 8-K/A filed on October 11, 2016 and incorporated by reference in this prospectus and elsewhere in this registration statement. Such audited consolidated financial statements are incorporated by reference in reliance on BDO USA, LLP's report given on their authority as experts in accounting and auditing.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. *Other Expenses of Issuance and Distribution*

The following table sets forth the costs and expenses payable by the registrant in connection with the sale of the shares of common stock being registered hereby.

	Amount to be Paid
SEC registration fee	$ 10,514
Printing expenses	5,000
Legal fees and expenses	100,000
Accounting fees and expenses	20,000
Miscellaneous expenses	10,000
TOTAL	$ 145,514

Item 15. *Indemnification of Directors and Officers*

Our second amended and restated certificate of incorporation provides that our directors and officers will be indemnified by us to the fullest extent authorized by Delaware General Corporation Law as it now exists or may in the future be amended. In addition, our amended and restated certificate of incorporation provides that our directors will not be personally liable for monetary damages to us for breaches of their fiduciary duty as directors, unless they violated their duty of loyalty to us or our stockholders, acted in bad faith, knowingly or intentionally violated the law, authorized unlawful payments of dividends, unlawful stock purchases or unlawful redemptions, or derived an improper personal benefit from their actions as directors.

We have entered into agreements with our directors and executive officers to provide contractual indemnification in addition to the indemnification provided in our amended and restated certificate of incorporation. We believe that these provisions and agreements are necessary to attract qualified directors and executive officers. Our amended and restated bylaws also permit us to secure insurance on behalf of any officer, director or employee for any liability arising out of his or her actions, regardless of whether Delaware General Corporation Law would permit indemnification. We have purchased a policy of directors' and officers' liability insurance that insures our directors and officers against the cost of defense, settlement or payment of a judgment in some circumstances and insures us against our obligations to indemnify the directors and officers.

These provisions may discourage stockholders from bringing a lawsuit against our directors and officers for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. We believe that these provisions, the insurance and the indemnity agreements are necessary to attract and retain talented and experienced directors and officers. Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Securities Act") may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Item 16. ***Exhibits and Financial Statement Schedules***

The Exhibit Index following the signature page to this registration statement is incorporated herein by reference.

Item 17. ***Undertakings***

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of securities registered hereby, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the 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 the 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 Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, *however*, that paragraphs (i), (ii) and (iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(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.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(l)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of

prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the 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 of 1933 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

(d) The undersigned registrant hereby undertakes:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on October 11, 2016.

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ THOMAS SEVERSON

Name: Thomas Severson
Title: *Chief Financial Officer*

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below, constitutes and appoints David M. Davis, Thomas Severson and Stephen Ballas, and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to do any and all acts and things and execute, in the name of the undersigned, any and all instruments which said attorney-in-fact and agent may deem necessary or advisable in order to enable the Company to comply with the Securities Act and any requirements of the SEC in respect thereof, in connection with the filing with the SEC of this Registration Statement on Form S-3 under the Securities Act, including specifically but without limitation, power and authority to sign the name of the undersigned to such Registration Statement, and any amendments to such Registration Statement (including post-effective amendments), and to file the same with all exhibits thereto and other documents in connection therewith, with the SEC, to sign any and all applications, registration statements, notices or other documents necessary or advisable to comply with applicable state securities laws, and to file the same, together with other documents in connection therewith with the appropriate state securities authorities, granting unto said attorney-in-fact and agent, full power and authority to do and to perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ DAVID M. DAVIS David M. Davis	Chief Executive Officer and Director (Principal Executive Officer)	October 11, 2016
/s/ THOMAS SEVERSON Thomas Severson	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	October 11, 2016
/s/ EDWARD L. SHAPIRO Edward L. Shapiro	Chairman of the Board	October 11, 2016

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Signature	Title	Date
/s/ JEFFREY E. EPSTEIN Jeffrey E. Epstein	Director	October 11, 2016
/s/ STEPHEN HASKER Stephen Hasker	Director	October 11, 2016
/s/ JEFFREY A. LEDDY Jeffrey A. Leddy	Director	October 11, 2016
/s/ ROBERT W. REDING Robert W. Reding	Director	October 11, 2016
/s/ JEFF SAGANSKY Jeff Sagansky	Director	October 11, 2016
/s/ HARRY E. SLOAN Harry E. Sloan	Director	October 11, 2016

Exhibit Index

Exhibit No.	Description
2.1	Agreement and Plan of Merger and Reorganization, dated as of November 8, 2012, by and among Global Eagle Acquisition Corp., EAGL Merger Sub Corp., Row 44, Inc. and PAR Investment Partners, L.P. (incorporated by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q (File No. 001-35176), filed with the SEC on November 14, 2012).
2.2	Stock Purchase Agreement, dated as of November 8, 2012, by and between Global Eagle Acquisition Corp. and PAR Investment Partners, L.P. (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on November 14, 2012).
2.3	Asset Purchase Agreement, dated as of May 8, 2013, by and among the Company and the other parties thereto (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on July 10, 2013).
2.4	Letter Agreement, dated as of July 9, 2013, by and among the Company and the other parties thereto (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on July 10, 2013).
2.5	Sale and Purchase Agreement by and among IFES Acquisition Corp. Limited, an English company, GCP Capital Partners LLP and certain individuals, dated October 18, 2013 (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on October 21, 2013).
2.6	Interest Purchase Agreement, dated May 9, 2016, by and between the Company and EMC Acquisition Holdings, LLC (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K/A (File No. 001-35176) filed with the SEC on May 13, 2016).
3.1	Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on February 6, 2013).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on September 23, 2016).
4.1	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.2 to Amendment No. 4 to the Company's Registration Statement on Form S-1 (File No. 333-172267), filed with the SEC on May 11, 2011)
4.2	Form of Warrant Agreement by and between the Company and American Stock Transfer & Trust Company, LLC (incorporated by reference to Exhibit 4.4 to Amendment No. 2 to the Company's Registration Statement on Form S-1 (File No. 333-172267), filed with the SEC on April 6, 2011)
4.3	Specimen Warrant Certificate (incorporated by reference to Exhibit 4.3 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (File No. 333-172267), and included as an exhibit in the Warrant Agreement, filed with the Securities and Exchange Commission on March 21, 2011)
4.4	Indenture (including the Form of Convertible Note), dated as of February 18, 2015, with respect to the Company's 2.75% Convertible Senior Notes due 2035, between the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 001-35176), filed with the SEC on February 19, 2015)

Exhibit No.	Description
4.5	Settlement Agreement, dated August 9, 2016, between the Company and UMG Recordings, Inc., Capitol Records, LLC, Universal Music Corp. and entities affiliated therewith
5.1	Opinion of Winston & Strawn LLP
23.1	Consent of Ernst & Young LLP
23.2	Consent of BDO USA, LLP
23.3	Consent of Winston & Strawn LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included on signature page to this Registration Statement)

Exhibit 4.5

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made and entered into as of August 9, 2016 (the "Effective Date"), by and between Plaintiffs and Counter-Defendants UMG Recordings, Inc., Capitol Records, LLC, Universal Music Corp., Songs of Universal, Inc., Universal — Polygram International Publishing, Inc., Universal — Polygram International Tunes, Inc., Universal Music — MGB NA LLC, Universal Music — Z Tunes LLC, Rondor Music International, Inc., and Universal Musica, Inc. (each a "UMG Party" and collectively "UMG" or the "UMG Parties"), on the one part, and Defendants and Counter-Claimants Global Eagle Entertainment Inc. ("GEE"), Inflight Productions USA Inc. and Inflight Productions Ltd. (all three collectively the "GEE Entities"), on the other.

UMG and the GEE Entities are sometimes collectively referred to as "Parties," and each group individually referred to as a "Party." This Agreement is intended by the Parties hereto to settle and extinguish the obligations, disputes, and differences between them as hereinafter set forth.

RECITALS

A. On May 5, 2014, UMG filed a Complaint against the GEE Entities in the United States District Court for the Central District of California (*UMG Recordings, Inc. et al. v. Global Eagle Entertainment Inc., et al.*, Case No. 2:14-cv-03466) (the "Action"), alleging claims for copyright infringement, violation of California Civil Code § 980(2), violation of California Business and Professions Code § 17200, and common law unfair competition, which was subsequently superseded by a First Amended Complaint;

B. On March 10, 2015, the GEE Entities filed an Answer to the First Amended Complaint and Counterclaims for Relief in the Action, denying liability under the First Amended Complaint, alleging various affirmative defenses, and alleging Counterclaims against UMG for intentional misrepresentation, concealment, negligent misrepresentation, and intentional interference with contractual relations, which were subsequently superseded by Second Amended Counterclaims;

C. On December 7, 2015, UMG filed Answers to the Second Amended Counterclaims in the Action, denying liability under the Second Amended Counterclaims, and alleging various affirmative defenses; and

D. On April 20, 2016, the District Court issued a ruling which, among other things, granted UMG's motion for summary judgment except with respect to certain claims, to which ruling the GEE Entities took exception and stated that they reserved their right to challenge before the District Court and on appeal.

NOW, THEREFORE, pursuant to the Parties' desire and intention to resolve their disputes and buy peace, and in order to avoid the time, effort, and expense of further litigating the claims made in the Action, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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1. **Settlement Terms.**

A. **Settlement Payments.** In consideration for the releases by, and other agreements of, UMG provided herein:

i. **First Payment.** Within two business days of the Effective Date, the GEE Entities shall convey the following consideration to UMG as follows:

a. **Cash.** The amount of Fifteen Million U.S. Dollars ($15,000,000.00), paid by wire transfer according to the following instructions or such other instructions as may be provided by UMG to the GEE Entities in writing at least two business days prior to the scheduled day of the First Payment (the "First Cash Payment"):

City National Bank
400 N. Roxbury Drive
Beverly Hills, CA 90210
ABA: 122016066

For international wires
SWIFT Code: CINAUS6L
Account Name: JMBM State Bar Trust Account
Account No.: 12714 4516
Client/Matter No.: 70987-0027

b. **Issuance of GEE Stock.**

(1) An aggregate of 1,360,544 shares (the "Initial Shares" and together with the First Cash Payment, the "First Payment") of GEE's Common Stock, $.0001 par value per share ("Common Stock") , which UMG hereby instructs to be issued to the entities set forth in Exhibit A (the "Share Recipients ") in the amounts set forth in Exhibit A. Such Common Stock shall be evidenced by book-entry notations in the names of the Share Recipients. The date of issuance of the Initial Shares is referred to herein as the "Issuance Date."

(2) In the event that the Closing Price (as defined below) of the Common Stock on the trading day immediately preceding the Issuance Date is less than $7.35, an additional cash payment (the "Top-Up Payment") in an amount equal to the lesser of (i) (A) $7.35 minus the Closing Price on the trading day immediately preceding the Issuance Date, multiplied by (B) the number of Initial Shares and (ii) $2,000,000. The Top-Up Payment shall be made to UMG by wire transfer in accordance with the instructions set forth in Section 1.A.i.a. above or pursuant to such other instructions as may be provided by UMG to the GEE Entities in writing at least two business days prior to the Issuance Date. For purposes of this Agreement, the "Closing Price" shall mean the closing price of the Common Stock on The Nasdaq Stock Market LLC ("Nasdaq") or, if not listed on Nasdaq, on any other established stock exchange or national market system on which the Common Stock is listed on the day of determination.

The parties hereto acknowledge and agree that, unless waived in writing by UMG at its sole option, it shall be a condition to the effectiveness of this Agreement that from the Effective

Date until the date on which the Initial Shares are delivered (i) trading in the Common Stock shall not have been suspended by the Securities and Exchange Commission (the "Commission") or Nasdaq, (ii) GEE shall have timely made all periodic reports required of it as a reporting company under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"), and (iii) each of the representations and warranties of the GEE Parties contained in Section 5 of this Agreement shall be true and correct in all material respects as of the date on which the Initial Shares are delivered by GEE to the Share Recipients.

ii. **Supplemental Shares.**

a. In addition to the Initial Shares, when the Closing Price of the Common Stock first exceeds $10.00 per share following the Effective Date, GEE shall, within five business days after such date, convey to UMG, for no additional consideration payable by UMG, an aggregate of 500,000 shares of Common Stock (the "First Supplemental Shares"), which UMG hereby instructs to be issued to the Share Recipients (in the same proportion that the Initial Shares were issued) . The First Supplemental Shares shall be evidenced by book-entry notations in the names of the Share Recipients; provided that, in lieu of issuing some or all of the First Supplemental Shares, GEE may, in its sole discretion, choose instead to pay cash to UMG in an amount equal to the greater of (i) $10.00 per share for each share of Common Stock that is not so issued, or (ii) the Closing Price per share on the date on which GEE provides notice to the UMG Representative (as defined below) of its intent to pay cash in lieu of issuing such First Supplemental Shares, to be paid by wire transfer in accordance with the instructions set forth in Section 1.A.i.a. above or pursuant to such other instructions as UMG may provide to the GEE Entities in writing within two business days after GEE provides notice of its intent to pay cash in lieu of issuing such First Supplemental Shares.

b. In addition to the Initial Shares and the First Supplemental Shares, when the Closing Price of the Common Stock first exceeds $12.00 per share following the Effective Date, GEE shall, within five business days after such date issue to the Share Recipients (in the same proportion that the Initial Shares were issued) for no additional consideration an aggregate of 400,000 shares of Common Stock (the "Second Supplemental Shares" and, together with the First Supplemental Shares, the "Supplemental Shares"), evidenced by book-entry notations in the names of the Share Recipients; provided that, in lieu of issuing some or all of the Second Supplemental Shares, GEE may, in its sole discretion, choose instead to pay cash to UMG in an amount equal to the greater of (i) $12.00 per share for each share of Common Stock that is not so issued, or (ii) the Closing Price per share on the date on which GEE provides notice to the UMG Representative of its intent to pay cash in lieu of issuing such First Supplemental Shares, to be paid by wire transfer in accordance with the instructions set forth in Section 1.A.i.a. above or pursuant to such other instructions as UMG may provide to the GEE Entities in writing within two business days after GEE provides notice of its intent to pay cash in lieu of issuing such Second Supplemental Shares.

c. GEE covenants and agrees that for so long as any Supplemental Shares may be issued under the terms of this Agreement, GEE will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of Supplemental Shares. GEE further covenants that all Supplemental Shares issued pursuant to this Agreement will be free from all taxes, liens, and charges in respect of the issue thereof (other

than income taxes and taxes in respect of any transfer occurring contemporaneously or otherwise specified herein). GEE agrees that its entry into this Agreement shall constitute full authority to its officers who are charged with the duty of executing stock certificates to instruct its transfer agent to establish book-entry notations reflecting the issuance of shares of Common Stock representing the Supplemental Shares.

d. For purposes of this Agreement, the per share price and number of shares of Common Stock referenced in Sections 1.A.i. or ii. shall automatically and proportionately be adjusted for any Common Stock Event that occurs prior to the applicable issue date. In addition, in the event of any dividend or distribution on outstanding Common Stock (other than regular quarterly cash dividends, if any) in the form of shares, cash or other property that is not deemed a Common Stock Event, that occurs prior to the date any Supplemental Shares are issued, GEE shall (simultaneously with the issuance of any such Supplemental Shares) issue and/or deliver to the applicable recipients of the Supplemental Shares, the shares, cash or other property that would have been issued or paid to them had they been the record owner of the Supplemental Shares on the effective date of such dividend or distribution. For purposes of hereof, a "Common Stock Event" shall mean the issue by GEE of additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) a subdivision (or stock split) of the outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination (or reverse stock split) of the outstanding shares of Common Stock into a

smaller number of shares of Common Stock.

e. Any book-entry notation or certificate evidencing the Initial Shares or Supplemental Shares and each book-entry notation or certificate established or issued in exchange for or upon the transfer of any such shares shall be designated or stamped or otherwise imprinted with legends in substantially the following form:

> "THE SHARES REPRESENTED BY THIS BOOK-ENTRY NOTATION OR CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER APPLICABLE STATE SECURITIES LAWS AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 OR APPLICABLE STATE SECURITIES LAWS."

f. In connection with the issuance of the Initial Shares and any Supplemental Shares, the Company agrees to instruct its counsel to render such customary legal opinions regarding the issuance and validity of the Initial Shares and the Supplemental Shares as may be required by GEE's transfer agent in order to effect such issuances. In addition, upon the registration of the applicable Initial Shares and any Supplemental Shares, GEE shall deliver customary instructions to GEE's transfer agent and instruct its counsel to render such customary

legal opinions regarding the Initial Shares or Supplemental Shares as is required by GEE's transfer agent to effect the removal of any restrictive legends or stop transfers in connection with a sale of such shares pursuant to an effective registration statement or in accordance with Rule 144 of the Securities Act.

iii. **Liquidation Event.** Notwithstanding anything to the contrary contained in this Agreement, in the event of a Deemed Liquidation Event (as defined below), the obligation of GEE to issue the Supplemental Shares shall terminate, and in lieu of the issuance of (and in full satisfaction of any obligation of GEE to issue) the Supplemental Shares,

a. if the First Supplemental Shares have not previously been issued and the Deemed Liquidation Event Share Price exceeds $10.00 per share but does not exceed $12.00 per share, then simultaneously with the effective date of such Deemed Liquidation Event, the GEE Entities shall pay to UMG, which UMG hereby directs to be delivered to the Share Recipients (in the same proportion as the Initial Shares were issued) , an aggregate cash payment (by wire transfer according to such instructions as may be provided by the Share Recipients to the GEE Entities) in an aggregate amount equal to the product of (i) 500,000, multiplied by (ii) the Deemed Liquidation Event Share Price (the "First Supplemental Share Payment Amount"), and

b. if the Second Supplemental Shares have not previously been issued and the Deemed Liquidation Event Share Price exceeds $12.00 per share, then simultaneously with the effective date of such Deemed Liquidation Event, the GEE Entities shall pay to the Share Recipients (in the same proportion as the Initial Shares were issued) an aggregate cash payment (by wire transfer according to such instructions as may be provided by the Share Recipients to the GEE Entities) in an aggregate amount equal to the First Supplemental Share Payment Amount plus an amount equal to the product of (i) 400,000, multiplied by (ii) the Deemed Liquidation Event Share Price.

For purposes of this Section 1.A.iii:

"Deemed Liquidation Event" shall mean (a) any consolidation or merger, whether in one transaction or in a series of related transactions with one or more other entities, in which GEE is a constituent corporation or to which GEE is otherwise a party if, as a result of such merger or consolidation, the shares of Common Stock that are outstanding immediately prior to the consummation of such merger or consolidation (other than any such shares of GEE that are held by any "Acquiring Stockholder," as defined below) do not represent, or are not converted into, securities of the surviving entity of such merger or consolidation (or of a parent entity of such surviving entity if the surviving entity is owned by a parent entity) that, immediately after the consummation of such merger or consolidation, together possess at least a majority of the total voting power of all securities of such surviving entity (or a parent entity of such surviving entity, if applicable) that are outstanding immediately after the consummation of such merger or consolidation, including securities of such surviving entity (or of its parent, if applicable) that are held by any Acquiring Stockholders (any such merger or consolidation transaction described in this clause (a) being hereinafter referred to as a "Combination"); or (b) a sale of all or substantially all of the assets of GEE and its subsidiaries, taken as a whole, or any lease, conveyance or exclusive licensing of all or substantially all of assets of GEE and its subsidiaries, taken as a whole, that has essentially the same practical effect on ability of GEE and its subsidiaries to use or exploit

all or substantially all of their assets as would a sale thereof, except for a sale to one or more subsidiaries of GEE.

"Acquiring Stockholder" shall mean, with respect to a Combination, any stockholder of GEE that (i) merges or consolidates with GEE in such Combination or (ii) is an Affiliate of another corporation or entity that merges or consolidates with GEE in such Combination or acquires GEE's stock in such Combination.

"Affiliate" shall mean, with respect to a specified person, a person that, directly or indirectly, through one or more intermediaries,

controls or is controlled by or is under common control with the person specified (where, for purposes of this definition, control of a person means the power, direct or indirect, to direct or cause the direction of the management and policies of such specified Person, whether by voting power, contract or otherwise).

"Deemed Liquidation Event Share Price" shall mean the price per share ascribed to the Common Stock in the applicable event by the parties thereto or, if no price per share is so specified, the price per share of Common Stock implied by the purchase price paid by the counterparty or counterparties in such event, as determined by GEE in its reasonable discretion.

iv. **Registration Rights Agreement.** Simultaneously with the execution and delivery of this Agreement, GEE shall enter into a Registration Rights Agreement for the benefit of the Share Recipients in the form attached hereto as Exhibit B (the "Registration Rights Agreement").

v. **Second Payment.** By no later than March 31, 2017, the GEE Parties shall pay to UMG an aggregate amount of Five Million U.S. Dollars ($5,000,000.00) ("Second Payment") by wire transfer according to the instructions set forth in Section 1.A.i.a above or such other instructions as may be provided by UMG to the GEE Entities in writing at least two business days prior to the scheduled day of the Second Payment.

vi. **No License.** The First Payment, Second Payment and Supplemental Shares (collectively, the "Settlement Payments") are consideration for the releases and agreements of UMG provided herein, and are not to be construed as a license (retroactive or otherwise) for the use of "UMG Content" (defined as original works of authorship owned or controlled by UMG or its affiliates, and including but not limited to sound recordings, musical compositions, music videos and related artwork, logos, artist name, voice, likeness and similar rights and metadata). For the avoidance of doubt, the Settlement Payments described herein are in addition to any payments or royalties otherwise due under any license or other agreements that the Parties may, in their discretion, enter into contemporaneously with this Agreement or in the future.

B. **Covenant Not To Sue.** With respect to the use of UMG Content for inflight entertainment services from the Effective Date through February 1, 2017, to the extent the GEE Entities use any UMG Content that they have used on or prior to the Effective Date, UMG covenants and agrees not to initiate or pursue any litigation or other proceedings involving or asserting any claim against the GEE Entities, their customers and other vendors authorized by the GEE Entities or their customers, including any claim based upon or alleging copyright or state-law infringement (or related) claims, arising from such uses of UMG Content. Notwithstanding the

foregoing sentence, nothing in this paragraph is meant to abrogate or nullify any rights that the GEE Entities or their customers and vendors have to utilize UMG Content pursuant to a license issued by a rights or collection society in any particular territory. For the avoidance of doubt, this agreement does not relieve the GEE Entities or their customers and vendors of their present and ongoing obligations, if any, to pay license fees to such rights and collection societies.

C. **Good Faith Negotiations.** The Parties shall negotiate in good faith and shall use their best efforts to finalize and execute, within 60 calendar days of the Effective Date for inflight purposes and as soon as possible thereafter for maritime purposes, commercial agreements for UMG licenses for the use by the GEE Entities, their customers and other vendors authorized by the GEE Entities or their customers on a worldwide basis of (i) a substantial portion of UMG's worldwide catalogues of officially released audio sound recordings, musical compositions, and audio-visual short form video (subject to customary limitations, such as absence of rights, contractual restrictions, artist relations reasons and exclusive arrangements), including corresponding authorized images/artwork and (ii) such additional content as UMG and GEE mutually agree on an exclusive basis within the airline entertainment service provider category, subject to negotiation between the parties, except that this subpart (ii) hereof shall be inapplicable to Universal Music Publishing Group. In addition, the license agreement will provide that UMG will provide GEE with metadata regarding the UMG Content in order for GEE to fulfill is music reporting requirements under its licenses.

D. **Dismissal of the Entire Action with Prejudice.** Upon UMG's receipt of the First Cash Payment, UMG and the GEE Entities shall cause to be filed a Stipulation of Dismissal with prejudice of the Action, in the form attached hereto as Exhibit C, including all claims and counterclaims, each side to bear its own attorneys' fees and costs.

2. **No Admission of Liability.** This Agreement is executed by the Parties hereto for the sole purpose of settling the matters disputed among the Parties, and it is expressly understood and agreed, as a condition hereof, that this Agreement should not constitute nor be construed to be an admission by any of the Parties (i) of the truth or correctness of any claim asserted in the Action or (ii) that the ruling of the District Court on April 20, 2016 was correct or that it was not subject to challenge or appeal. Each Party acknowledges that the other Party expressly denies that any of them is in any way liable or obligated to the other.

3. **Releases.**

a. **Release of the GEE Released Parties by UMG.** Effective upon the payment of the First Cash Payment, and other than the obligations of the GEE Entities under this Agreement, UMG, on behalf of itself and its parents, subsidiaries and affiliates and each of their respective past, current, and future predecessors, successors, employees, agents, partners, equityholders, attorneys, insurers, representatives, assignees, and assigns ("Related Persons"), hereby fully, finally and forever releases, relinquishes, waives and discharges the GEE Entities (but not including Emerging Markets Communications ("EMC"), or EMC's Related Persons prior to EMC's acquisition by GEE) and their respective customers (and their authorized integrators and other vendors) and each of their respective parents, subsidiaries, affiliates and Related Persons (the "GEE Released Parties"), but in the case of such customers, integrators, and vendors only with respect to conduct, acts, or omissions engaged in as part of their business relationship with the

GEE Released Parties, and specifically excluding any conduct, acts or omissions engaged in by such customers, integrators, and vendors unrelated to their business relationship with the GEE Released Parties, from any and all actual, potential, filed, disclosed or undisclosed, asserted or unasserted, matured or unmatured, accrued or unaccrued, direct or indirect, individual or representative, liquidated or unliquidated, legal, equitable, incurred or consequential, due or to become due, determined or determinable, strict, absolute or contingent claims, counterclaims, demands, debts, causes of action, obligations, charges, damages of any type, expenses, liabilities, attorneys' fees, costs, causes of action, suits, sums of money, accounts, covenants, agreements, contracts, assertions of right, controversies, obligations, assessments, charges, complaints proceedings or promises, of every nature and description whatsoever, whether or not known, suspected or claimed, whether based on foreign or U.S. federal, state or local law, arising out of or in any way related to the alleged infringing use of UMG Content by the GEE Released Parties prior to the Effective Date.

b. **Release of the UMG Released Parties by the GEE Entities.** Effective upon the payment of the First Cash Payment, and other than the obligations of UMG under this Agreement, the GEE Entities, on behalf of themselves and their Related Persons, hereby fully, finally and forever release, relinquish, waive and discharge UMG and its parents, subsidiaries and affiliates, (including but not limited to Universal Music Group International Ltd.) and each of their Related Persons (the "UMG Released Parties") from any and all actual, potential, filed, disclosed or undisclosed, asserted or unasserted, matured or unmatured, accrued or unaccrued, direct or indirect, individual or representative, liquidated or unliquidated, legal, equitable, incurred or consequential, due or to become due, determined or determinable, strict, absolute or contingent claims, counterclaims, demands, debts, causes of action, obligations, charges, damages of any type, expenses, liabilities, attorneys' fees, costs, causes of action, suits, sums of money, accounts, covenants, agreements, contracts, assertions of right, controversies, obligations, assessments, charges, complaints proceedings or promises, of every nature and description whatsoever, whether or not known, suspected or claimed, whether based on foreign or U.S. federal, state or local law, arising out of or in any way related to the alleged infringing use of UMG Content prior to the Effective Date or which were, or could have been, alleged in the GEE Entities' counterclaims in the Action.

c. **Unknown Claims.** It is the intention of the Parties in executing this Agreement and receiving the consideration called for herein, that the releases given by the Parties shall be effective as a full and final accord and satisfaction and mutual release of all claims, demands or causes of action released herein. In furtherance of this intention, the Parties acknowledge that they are familiar with and understand California Civil Code section 1542 and that they hereby waive the protection of California Civil Code section 1542, to the extent applicable, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

UMG and the GEE Entities hereby waive and relinquish all rights and benefits that they have or may have under California Civil Code section 1542, or the law of any other state or jurisdiction to the same or similar effect, to the full extent they may lawfully waive all such rights and benefits pertaining to any of the claims, demands or causes of action released herein. The Parties further acknowledge, understand, and agree that there is a risk and possibility that they may incur or suffer some further loss or damage that is in some way caused by or attributable to the occurrences or events released herein, but which are unknown at the time this Agreement is executed. The Parties expressly agree, however, that this Agreement and the releases herein shall remain in effect notwithstanding the discovery or existence of any such additional or different claims, facts or damages.

4. **Confidentiality; Public Statements.**

a. **Confidentiality.** The Parties agree to keep confidential, and not disclose to any third party, this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder), except that a Party may disclose this Agreement and its contents (i) to such Party's counsel, accountants, financial advisors, tax professionals, any federal, state, or local governmental taxing or regulatory authority, and such Party's management, officers and directors (ii) as required by law or court order, including the rules and regulations of the Commission or any stock exchange or trading system on which the applicable Party's securities are listed. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom it has disclosed information about this Agreement in accordance with this paragraph. Nothing contained in this paragraph shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order or discovery request (the "Document Request") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) and, to the extent possible and permitted by law, shall not produce anything in response to the Document Request for at least ten (10) business days following such notice, during which time the Parties will try to reach agreement on what shall be produced, and/or the non-subpoenaed Party may take steps to intervene in the action in which the subpoena is issued in order to object to production of the Agreement. This paragraph is a material part of this Agreement.

b. **Public Statements.** The Parties agree that any public statements made by any of the Parties about the Action

or this Agreement shall be mutually approved by all of the Parties, except for disclosures that are required to be made in filings with the Commission, as to which the UMG Parties shall be provided a copy at least two business days in advance of each such filing and provided a reasonable opportunity to correct any material misstatements or omissions in such proposed filing.

5. **Representations and Warranties.**

a. Each Party represents and warrants to the other that neither it, nor any of its agents, representatives, or attorneys or any other person or entity, in order to induce any other Party to enter into this Agreement, have made any promise, assurance, representation, inducement or warranty whatsoever, whether express or implied or statutory, which is not specifically set forth in writing in this Agreement, and further acknowledge that this Agreement has not been entered into in reliance upon any promise, assurance, representation, inducement or warranty not expressly set forth in writing in this Agreement.

b. Each Party represents and warrants to the other that it has read and understands this Agreement, and that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the other Party hereto. The Parties hereby acknowledge that they have been represented or have had the opportunity to be represented in the negotiations and preparation of this Agreement by counsel of their own choice and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision herein.

6. **Additional Representations and Warranties of the GEE Entities.** As a material inducement to UMG entering into this Agreement, each of the GEE Entities, jointly and severally, make the following representations and warranties to UMG as of the Effective Date and as of the Issuance Date:

a. Each of the GEE Entities is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. None of the GEE Entities is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the GEE Entities is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement or the Registration Rights (each a "Transaction Document" and, collectively, the "Transaction Documents"), (ii) a material adverse effect on the results of operations, assets, business or financial condition of the GEE Entities, taken as a whole, or (iii) a material adverse effect on any GEE Entities' ability to enter into or perform in any material respect its obligations under any Transaction Document, including, without limitation, the ability of GEE to issue the Shares or the Supplemental Shares and to timely file and have declared effective the registration statement contemplated by the Registration Rights Agreement (any of (i), (ii) or (iii), a "Material Adverse Effect"). None of the GEE Entities is a party to any legal or regulatory proceeding and, to the knowledge of the GEE Entities, no such proceeding has been instituted in any such jurisdiction which, in either case, revokes, limits or curtails or seeks to revoke, limit or curtail, such power and authority or qualification.

b. Each GEE Entity has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations thereunder. The execution and delivery of each of the Transaction Documents by each of the GEE Entities and the consummation by it of the

transactions contemplated thereby have been duly authorized by all necessary action on the part of the GEE Entities and no further action is required by any of the GEE Entities or their respective stockholders in connection therewith. Each Transaction Document has been (or upon delivery will have been) duly executed by the GEE Entities and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the GEE Entities enforceable against each of them in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

c. The execution, delivery and performance of the Transaction Documents by the GEE Entities, the issuance and sale of the Initial Shares, the Supplemental Shares (if and when issued) and the consummation by the GEE Entities of the other transactions contemplated thereby do not and will not (i) conflict with or violate any provision of the certificate or articles of incorporation, bylaws or other organizational or charter documents of either of the GEE Entities, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under any agreement, credit facility, debt or other instrument or other understanding to which any of the GEE Entities is a party or by which any property or asset of any of the GEE Entities is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which any of the GEE Entities is subject (including federal and state securities laws and regulations), or by which any property or asset of the GEE Entities is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have a Material Adverse Effect.

d. Assuming the accuracy of the representations and warranties of UMG made in this Agreement, each approval, consent, order, authorization, designation, declaration or filing by or with any regulatory, administrative or other governmental body necessary in connection with the execution and delivery by the GEE Entities of the Transaction Documents and the consummation of the

transactions therein contemplated has been obtained or made and is in full force and effect, except for filing pursuant to Regulation D of the Securities Act and applicable state securities laws and any filings with Nasdaq.

e. The Initial Shares and Supplemental Shares have been duly authorized and when issued as contemplated herein will be validly issued, fully paid and non-assessable; and no preemptive or similar rights of stockholders exist with respect to any of the Initial Shares or the Supplemental Shares or the issue and sale thereof. GEE has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement.

f. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and GEE has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has GEE received any notification that the Commission is contemplating terminating such registration. GEE has not, in the 12 months preceding the date hereof, received notice from Nasdaq or any other trading market on which the Common Stock is or has been listed or quoted to the effect that GEE is not in compliance with the listing or maintenance requirements of such market.

g. GEE is eligible to register the resale of its Common Stock by the Share Recipients under Form S-3 promulgated under the Securities Act.

h. GEE has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, for the year preceding the date hereof (or such shorter period as GEE was required by law to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or within the time periods provided for under Rule 12b-25 of the Exchange Act. As of their respective filing dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the Securities Exchange Commission (the "Commission") promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of GEE included in the SEC Reports, when filed, complied in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements were prepared, when filed, in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly presented, when filed, in all material respects the financial position of GEE and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

i. To the knowledge of GEE, there is not pending any investigation by the Commission into GEE. GEE has not received any stop order or other order suspending the effectiveness of any registration statement filed by GEE under the Exchange Act or the Securities Act and, to GEE's knowledge, the Commission has not issued any such order.

7. **Additional Representations and Warranties of the UMG Parties and the Share Recipients.** As a material inducement to the GEE Entities entering into this Agreement, the UMG Parties make the following representations and warranties to the GEE Entities, as of the Effective Date:

a. Each UMG Party has the requisite power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations thereunder. The execution and delivery of each of the Transaction Documents by the UMG Parties and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the UMG Parties and their respective stockholders and no further action is required by the UMG Parties in connection therewith. Each Transaction Document has been (or upon delivery will have been) duly executed by each UMG Party and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of each UMG Party enforceable against it in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other

laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

b. The execution, delivery and performance of the Transaction Documents by the UMG Parties and the consummation by the UMG Parties of the other transactions contemplated thereby do not and will not (i) conflict with or violate any provision of the certificate or articles of incorporation, bylaws or other organizational or charter documents of either of the UMG Parties, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument or other understanding to which any of the UMG Parties is a party or by which any property or asset of any of the UMG Parties is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which any of the UMG Parties is subject (including federal and state securities laws and regulations), or by which any property or asset of the UMG Parties is bound or affected;

except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

c. Each of the UMG Parties is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act. Each of the UMG Parties has such knowledge, skill and experience in business, financial and investment matters that it is capable of evaluating the merits and risks of an investment in GEE. With the assistance of such party's own professional advisors, to the extent they have deemed appropriate, each of the UMG Parties has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in GEE. Each of the UMG Parties has considered the suitability of an investment in GEE in light of its own circumstances and financial condition and is able to bear the risks associated with an investment in GEE.

d. An investment in GEE Common Stock involves certain significant risks. Each of the UMG Parties is financially capable of bearing the risk of such investment for an indefinite period of time. The UMG Parties' overall commitment to investments which are not readily marketable is not disproportionate to their net worth and the investment in GEE will not cause such overall commitment to become excessive.

e. The Initial Shares and Supplemental Shares have not been registered under the Securities Act, or any state securities act, and are being issued on the basis of exemptions from registration under the Securities Act and applicable state securities acts. Reliance on such exemptions, where applicable, is predicated in part on the accuracy of the UMG's representations and warranties set forth herein. The UMG Parties acknowledge and hereby agree that such shares will not be transferable under any circumstances unless registered in accordance with federal and state securities laws or an available exemption under such laws.

f. The UMG Parties have conducted their own independent investigation, review and analysis regarding an investment in GEE Common Stock, GEE and the business and financial condition of GEE and have been given the opportunity to (i) ask questions of and receive

answers from GEE and its designated representatives concerning GEE and the business and financial condition of GEE and (ii) obtain any additional information that GEE possesses or can acquire without unreasonable effort or expense that is necessary to assist the UMG Parties in evaluating the advisability of an investment in GEE. Except for the representations and warranties expressly set forth in Sections 5 and 6 hereof, the UMG Parties are not relying on any oral or written representation or warranty of any kind or nature, express or implied, concerning GEE or its operations, financial condition or prospects. Each of the UMG Parties confirms that GEE has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in GEE or (ii) made any representation to any UMG Party regarding the legality of an investment in GEE under applicable legal investment or similar laws or regulations.

g. Each of the UMG Parties (i) acknowledges that the GEE Entities possess or have access to material non-public information concerning the GEE Entities which has, at the express demand of UMG, not been communicated to the UMG Parties, even though that information may adversely affect GEE's stock price, and which information GEE has offered to provide to the UMG Parties; (ii) hereby waives, on behalf of itself and each transferee of Initial Shares or Supplemental Shares, any and all claims, whether at law, in equity or otherwise, that he, she, or it may now have or may hereafter acquire, whether presently known or unknown, against each of the GEE Entities or any of their officers, directors, employees, agents, affiliates, subsidiaries, successors or assigns relating to any failure to disclose any such non-public information in connection with the transactions contemplated by this Agreement, including, without limitation, any claims arising under Rule 10b-5 promulgated under the Exchange Act; *provided that* the information to which any such claim relates was not required to be disclosed in GEE's SEC Reports and *provided further that* nothing in this Section 7.f. shall be deemed to be a waiver of any claim that any of the UMG Parties or its transferees has or would have had if the UMG Parties purchased the Initial Shares or Supplemental Shares from a third party in the open market rather than directly from GEE; and (iii) is aware that the GEE Entities are relying on the truth of the representations set forth in Sections 5 and 6 of this Agreement and the foregoing acknowledgement and waiver in clauses (i) and (ii) above, respectively, in connection with the transactions contemplated by this Agreement. Each of the UMG Parties understands, based on its experience, the disadvantage to which the UMG Parties are subject due to the disparity of information between the GEE Entities and the UMG Parties and, notwithstanding such disparity, the UMG Parties have deemed it appropriate to decline to receive such information from the GEE Entities and to enter into this Agreement and to consummate the transactions contemplated hereby.

h. Each of the UMG Parties understands that no federal, state or other governmental authority has made any recommendation, findings or determination relating to the merits of an investment in GEE.

i. The UMG Parties are investing in GEE for their own account for investment purposes, not as nominees or agents for other persons or entities and not with a view to, or for offer or sale in connection with, any distribution thereof. The UMG Parties do not have a present intention to sell any of the Initial Shares or Supplemental Shares, nor a present arrangement (whether or not legally binding) or intention to effect any distribution of any of such shares to or through any person or entity.

8. **Share Recipient Certificate.** Concurrently with the execution of this Agreement, UMG shall cause each Share Recipient that is not a UMG Party to deliver to GEE a certificate substantially in the form attached as Exhibit D certifying its status as an "accredited investor" under the Securities Act and the other matters specified therein, it being understood that GEE shall not be obligated to issue any shares of Common Stock to any such Share Recipient until it has received from such Share Recipient a signed Share Recipient Certificate.

9. **Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement except for (i) the GEE Entities' customers and other vendors authorized by the GEE Entities or their customers solely with respect to Section 1.B. hereof and (ii) the GEE Released Parties and the UMG Released Parties solely with respect to Section 3 hereof. For the avoidance of doubt, no Share Recipient that is not a Party is intended to have, or shall have, any rights whatsoever hereunder, and the receipt by them of any securities or cash pursuant hereto is solely for the convenience of, and at the direction of, UMG.

10. **Binding Nature.** The Parties agree that this Agreement and all of its terms shall be binding upon their respective heirs, legal successors, trustees, assigns, and licensees.

11. **Enforcement of Agreement.** If any Party to this Agreement initiates any legal proceeding (including but not limited to a proceeding under Section 16) to resolve a dispute or to enforce its rights hereunder, the prevailing party shall be entitled to recover the full amount of all reasonable costs and expenses incurred in connection with such action or motion, including all reasonable costs or expenses not otherwise recoverable under the Code of Civil Procedure and all reasonable attorneys' fees.

12. **Costs of Action.** Subject to Section 11, the Parties agree that each side will bear its own costs and fees incurred relating to or arising out of the Action or this Agreement.

13. **UMG Representative.** Each UMG Party shall be deemed to have irrevocably appointed UMG Recordings, Inc. (the "UMG Representative") as the sole and exclusive agent and attorney-in-fact of each UMG Party for the purposes of acting in the name and stead of such UMG Party, to be the sole person to give and receive notices and communications on behalf of the UMG Parties in connection with this Agreement, to be the sole person to take all actions on behalf of the UMG Parties pursuant to this Agreement, and to be the sole person take all actions and incur all expenses necessary or appropriate in the judgment of the UMG Parties for the accomplishment of the foregoing. More specifically, the UMG Representative shall have the sole (and only) authority to make all decisions and determinations and to take all actions (including, without limitation, giving consents, compromising claims, granting waivers or agreeing to any amendments to this Agreement or any related document or agreement entered into in connection herewith or to the termination hereof or thereof) required or permitted hereunder on behalf of each UMG Party, and any such action, decision or determination so made or taken shall be deemed the action, decision or determination of each UMG Party, and any notice, communication, document, certificate or information required (other than any notice required by law) to be given to any such UMG Party hereunder shall be deemed so given if given to UMG Representative. The UMG Parties and Share Recipients shall have no authority to enforce any provisions of this Agreement or any other

agreement or instrument entered into in connection herewith other than through the UMG Representative, to whom they have irrevocably appointed a power of attorney hereunder. UMG Representative shall be authorized and have the exclusive right to take all actions on behalf of UMG, including, without limitation, to enforce any provision hereof, to defend or settle claims, and to make payments and incur expenses in respect of any claims made by or against UMG, as applicable, on behalf of UMG, as applicable. A decision, act, consent or instruction of the UMG Representative shall constitute a decision of all UMG Parties and shall be final, binding and conclusive upon all UMG Parties, even without notice to the UMG Parties. The UMG Representative shall not make any decision or agreement, take any action, or give any consent or instruction under this Agreement on behalf of one UMG Party without such decision, agreement, action, consent or instruction being applicable to all UMG Parties uniformly. GEE and its affiliates are hereby entitled to rely on all statements, representations and decisions of the UMG Representative as applying to all UMG Parties and shall have no liability to UMG or the UMG Representative in connection with any actions taken or not taken in reliance on such statements, representations and decisions of the UMG Representative.

14. **Further Assurances.** The Parties shall each execute any and all other documents and take any and all further steps which may be necessary or appropriate to further implement the terms of this Agreement.

15. **Construction of Agreement.** This Agreement shall be construed as a whole in accordance with its fair meaning and with the laws of the State of California. The language of this Agreement shall not be construed for or against any particular Party. No Party, nor any of the Parties' respective attorneys, shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

16. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on any award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

17. **Sole Agreement.** This Agreement represents the sole and entire agreement between the Parties with respect to the subject matters covered hereby and supersedes all prior agreements, negotiations, and discussions between the Parties hereto and/or their respective counsel with respect to the subject matters covered hereby.

18. **Headings.** Titles and captions contained in this Agreement are asserted only as a matter of convenience and are for reference purposes only. Such titles and captions are intended in no way to define, limit, expand, or describe the scope of this Agreement or the intent of any other provision hereof.

19. **Notices.** All notices given pursuant to this Agreement shall be delivered by (a) certified or registered mail with postage prepaid, return receipt requested, or (b) by overnight commercial courier, to the Parties at the following addresses:

If to the UMG Representative (on behalf of all UMG Parties and Share Recipients):

Senior Vice President, Business and Legal Affairs
UMG Recordings, Inc.
2220 Colorado Avenue
Santa Monica, California 90404

With a copy to:

Jeffrey D. Goldman, Esq.
Jeffer Mangels Butler & Mitchell LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067

If to the GEE Entities:

Stephen Ballas, Esq., General Counsel
Global Eagle Entertainment Inc.
4553 Glencoe Avenue
Los Angeles, California 90292

With a copy to:

Joel L. Rubinstein, Esq.
Winston & Strawn LLP
200 Park Avenue
New York, New York 10166

20. **Modification to or Waiver of Agreement.** Any amendment to this Agreement, or waiver of any provision hereof, must be in a writing signed by duly authorized representatives of the Party against which enforcement of the modification or waiver is sought, and stating the intent of said Party to amend this Agreement, or waive the particular item(s) at issue. The UMG Representative shall be the only person entitled to take action on behalf of the UMG Parties, as set forth in Section 13 above.

21. **Severability.** Should any part, term, or provision of this Agreement be declared or determined by any court or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term or provision shall be deemed stricken and severed from this Agreement only to the extent necessary to make such part, term or provision lawful and enforceable and any and all of the other terms of the Agreement shall remain in full force and effect to the fullest extent permitted by law.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document. Facsimile and electronically scanned signatures shall be deemed to constitute original signatures. Photographic, emailed, and fax copies of such signed counterparts may be used in lieu of the originals of this Agreement for any purpose.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below:

DATED: August 9, 2016

UMG Recordings, Inc. , for itself as a Party and in its capacity as the UMG Representative

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Capitol Records, LLC

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Universal Music Corp.

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Songs of Universal, Inc.

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Universal-Polygram International Publishing, Inc.

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Universal-Polygram International Tunes, Inc.

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

[Signature Page to Settlement Agreement]

DATED: August 9, 2016

Universal Music – MGB NA, LLC

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Universal Music – Z Tunes, LLC

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Rondor Music International, Inc.

/s/ Michael Seltzer (Signature)
Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August 9, 2016

Universal Musica, Inc.

/s/ Michael Seltzer (Signature)

Michael Seltzer (Print Name)
Its: Senior Vice President, Business & Legal Affairs (Title)

DATED: August , 2016

Global Eagle Entertainment Inc.

/s/ Stephen Ballas (Signature)
Stephen Ballas (Print Name)
Its: General Counsel (Title)

DATED: August , 2016

Inflight Productions USA Inc.

/s/ Stephen Ballas (Signature)
Stephen Ballas (Print Name)
Its: General Counsel Global Eagle Entertainment Inc. (Title)

DATED: August , 2016

Inflight Productions Ltd.

/s/ Stephen Ballas (Signature)
Stephen Ballas (Print Name)
Its: General Counsel, Global Eagle Entertainment Inc. (Title)

[Signature Page to Settlement Agreement]

Approved As To Form:

DATED: August 9, 2016

Jeffer Mangels Butler & Mitchell LLP

/s/ Jeffrey D. Goldman, Esq.
Jeffrey D. Goldman, Esq.
Counsel for UMG

DATED: August 8, 2016

Sheppard, Mullin, Richter & Hampton LLP

/s/ Martin D. Katz, Esq.
Martin D. Katz, Esq.
Counsel for the GEE Entities

[Signature Page to Settlement Agreement]

Exhibit A

Share Recipient	Number of Initial Shares	Notice Address
UMG Recordings, Inc., a Delaware corporation Tax Identification No.: 13-2613071	1,197,280	Senior Vice President, Business and Legal Affairs UMG Recordings, Inc. 2220 Colorado Avenue Santa Monica, California 90404 *With a copy to:* Jeffrey D. Goldman, Esq. Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7th Floor, Los Angeles, CA 90067
Jeffer Mangels Butler & Mitchell LLP Tax Identification No.: 95-3669194	163,265	Jeffrey D. Goldman, Esq. Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7th Floor, Los Angeles, CA 90067

Exhibit B

Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of August 9, 2016, by and among Global Eagle Entertainment Inc., a Delaware corporation (the "Company"), and the stockholders of the Company signatory hereto (the "Stockholders").

This Agreement is made pursuant to that certain Settlement Agreement (the "Settlement Agreement"), dated as of August 9, 2016, by and among UMG Recordings, Inc., Capitol Records, LLC, Universal Music Corp., Songs of Universal, Inc., Universal — Polygram International Publishing, Inc., Universal — Polygram International Tunes, Inc., Universal Music — MGB NA LLC, Universal Music — Z Tunes LLC, Rondor Music International, Inc., and Universal Musica, Inc. (each a "UMG Party" and collectively "UMG" or the "UMG Parties"), on the one part, and the Company, Inflight Productions USA Inc. and Inflight Productions Ltd., on the other. The Stockholders are the "Share Recipients" as such term is defined in the Settlement Agreement.

The Company and the Stockholder hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Commission" shall mean the Securities and Exchange Commission.

"Common Stock" shall mean the Company's common stock, $0.0001 par value per share.

"Effectiveness Period" shall mean the Initial S-3 Effectiveness Period or the Supplemental S-3 Effectiveness Period, as applicable.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Filing Date" means, with respect to the Registration Statement required to be filed hereunder covering the Initial Shares, the date on which the Company files the resale registration statement registering the resale of Common Stock issuable to the sellers of Emerging Markets Communications, LLC ("EMC") pursuant to the Interest Purchase Agreement, dated May 9, 2016, between the Company and EMC Acquisition Holdings, LLC (the "EMC Registration Statement"), but in no event later than September 1, 2016; provided, however, that if, for any reason, no EMC Registration Statement is timely filed, the Company shall file the Registration Statement covering the Initial Shares no later than September 1, 2016.

"Holder" or "Holders" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"Indemnified Party" shall have the meaning set forth in Section 5(c).

"Indemnifying Party" shall have the meaning set forth in Section 5(c).

"Initial S-3 Effectiveness Period" shall have the meaning set forth in Section 2(a).

"Initial Shares" shall mean an aggregate of 1,360,544 shares of Common Stock issued pursuant to the Settlement Agreement, subject to adjustment in accordance with Section 1.A.i.d. of the Settlement Agreement.

"Losses" shall have the meaning set forth in Section 5(a).

"Plan of Distribution" shall have the meaning set forth in Section 2(a).

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 415 promulgated under the Securities Act), as amended or supplemented by any amendment or prospectus supplement, including post-effective amendments, and all materials incorporated by reference or explicitly deemed to be incorporated by reference in such Prospectus.

"Registrable Securities" means (i) the Initial Shares, (ii) the Supplemental Shares (if and when issued), and (iii) any shares of Common Stock issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; *provided, that,* Initial Shares and Supplemental Shares, as applicable, shall cease to be Registrable Securities on the earlier of (x) the date on which such securities are sold, transferred or otherwise disposed of pursuant to an effective registration statement and (y) the date on which such securities may be sold without regard to any volume limitations under Rule 144.

"Registration Expenses" means all expenses and fees incurred by the Company in complying with its obligations under this Agreement, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company (and not the Holders or the UMG Representative), state "blue sky" fees and expenses, and accountants' expenses but excluding any discounts, commissions or other fees of any broker, dealer or underwriter incurred in connection with a sale of Registrable Securities and any taxes applicable to the Holders with respect to any transfer or sale of Registrable Securities.

"Registration Statement" means a registration statement required to be filed hereunder covering the Initial Shares or Supplemental Shares, as applicable, including (in each case) the Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Rule 144" means Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Supplemental S-3 Effectiveness Period" shall have the meaning set forth in Section 2(b).

"Supplemental Shares" shall be any shares of Common Stock issued to the Holders upon the satisfaction of certain stock price targets pursuant to the Settlement Agreement.

"Trading Day" means any day on which Nasdaq, national securities exchange or such other securities market or quotation system, which at the time constitutes the principal securities market for the Common Stock, is open for general trading of securities.

"UMG Representative" has the meaning set forth in Section 8(e).

2. Registration.

(a) On or prior to the Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of the Initial Shares for an offering to be made on a continuous basis pursuant to Rule 415. The Registration Statement required hereunder shall be on Form S-3 (except if the Company is not then eligible to register the Initial Shares for resale on Form S-3, in which case the Registration shall be on another appropriate form in accordance herewith). Subject to the terms of this Agreement, the Company shall use its commercially reasonable efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof and to keep the Registration Statement continuously effective under the Securities Act until the date on which the Initial Shares cease to be Registrable Securities (the "Initial S-3 Effectiveness Period"). The Company shall notify the UMG Representative of the effectiveness of the Registration Statement promptly after the Company receives notice thereof.

(b) Within 20 days following the issuance of any Supplemental Shares that constitute Registrable Securities, the Company shall prepare and file with the Commission a

Registration Statement covering the resale of such Supplemental Shares for an offering to be made on a continuous basis pursuant to Rule 415. The Registration Statement required hereunder shall be on Form S-3 (except if the Company is not then eligible to register such Supplemental Shares for resale on Form S-3, in which case the Registration shall be on another appropriate form in accordance herewith). Subject to the terms of this Agreement, the Company shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof and to keep such Registration Statement continuously effective under the Securities Act until the date on which the Supplemental Shares covered thereby cease to be

Registrable Securities ("Supplemental S-3 Effectiveness Period"). The Company shall notify the UMG Representative of the effectiveness of the Registration Statement promptly after the Company receives notice thereof.

(c) Notwithstanding anything in this Agreement to the contrary, if the Company furnishes to the UMG Representative a certificate (the "Suspension Notice") signed by an executive officer of the Company stating that in the good faith judgment of the Company's Board of Directors (the "Board"), effecting a registration (whether by the filing of a Registration Statement or by taking any other action) or the offering or disposition of Registrable Securities thereunder should be postponed or suspended because such registration, offering or disposal would (i) materially impede, delay or interfere with a pending material acquisition, corporate reorganization or other similar transaction involving the Company; (ii) require premature disclosure of material non-public information that the Company has a bona fide business purpose for preserving as confidential; (iii) occur during a scheduled "blackout" period under the Company's insider trading policy; or (iv) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then by delivery of the Suspension Notice to the UMG Representative, the Company may so postpone effecting a registration or require the Holders to refrain from offering or disposing of Registrable Securities for the shortest period of time determined in good faith by the Board to be necessary for such purpose (the "Suspension Period"); provided, however, that (1) except with respect to suspensions under clause (iii), the Company may not invoke this right more than once in any twelve (12) month period for a maximum of forty-five (45) days; (2) the Company shall not register any securities for its own account or that of any other shareholder or permit sales by any Company shareholder under an effective registration statement during the Suspension Period, and (3) notwithstanding anything to the contrary contained in this Section 2(c), the Company shall file the Registration Statement on or prior to the Filing Date.

(d) At least 2 Trading Days prior to the proposed filing of a Registration Statement with the Commission, the Company shall provide a copy of such Registration Statement to the UMG Representative for review and comment.

(e) The Holders will not be entitled to effect an underwritten public offering of Registrable Securities pursuant to any Registration Statement.

3. Registration Procedures

(a) It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Holders that the Holders (through the

UMG Representative) promptly provide such information as the Company may reasonably request in connection with the preparation of a Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act and in connection with the Company's obligation to comply with federal and applicable state securities laws.

(b) Subject to Section 2(c), the Company shall (i) prepare and file with the Commission such amendments, including post-effective amendments, to any Registration Statement and the Prospectus used in connection therewith as may be reasonably necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for the applicable Effectiveness Period; (ii) cause each related Prospectus to be amended or supplemented by any required Prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424; (iii) respond as promptly as reasonably practicable to any comments received from the Commission with respect to any Registration Statement or any amendment thereto; and (iv) comply in all material respects with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by any Registration Statement for the applicable Effectiveness Period.

(c) The Company shall notify the UMG Representative as promptly as reasonably practicable and (if requested) confirm such notice in writing promptly (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "review" of a Registration Statement and whenever the Commission comments in writing on a Registration Statement (the Company shall upon request provide true and complete copies thereof and all written responses thereto to the UMG Representative that pertains to a Holder as a Selling Stockholder or to the Plan of Distribution, but not information which the Company believes would constitute material and non-public information); and (C) with respect to a Registration Statement or any post-effective amendment thereto, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority during the period of effectiveness of any Registration Statement for amendments or supplements to such Registration Statement or Prospectus for additional information to be included in such Registration Statement or Prospectus; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in any Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(d) The Company shall use commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the

withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as soon as reasonably practicable.

(e) The Company shall upon request furnish to the UMG Representative, for delivery to the Holders, without charge, at least one copy of each Registration Statement and each amendment thereto promptly after the filing of such documents with the Commission.

(f) The Company shall promptly deliver to the UMG Representative, for delivery to the Holders, without charge, as many copies of the Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as the UMG Representative (on behalf of the Holders) may reasonably request in connection with resales by the Holders of Registrable Securities. Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by the Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Sections 2(c) or 3(c).

(g) The Company shall, prior to any resale of Registrable Securities by the Holders, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of its intended plan of distribution) may reasonably request and (ii) take such action reasonably necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable the Holders to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or (ii) subject itself to general service of process or taxation in any such jurisdiction.

(h) If requested by the UMG Representative, cooperate with the Holders to facilitate the delivery by book-entry of Registrable Securities to be delivered to a transferee pursuant to a Registration Statement.

(i) Subject to Section 2(c), upon the occurrence of any event contemplated by Section 3(c)(v), as promptly as reasonably practicable, prepare a supplement or amendment, including a post-effective amendment, to the Registration Statement(s) or a supplement to the related Prospectus(es) or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither the Registration Statement(s) nor such Prospectus(es) will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. Registration Expenses. All Registration Expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement.

5. Indemnification

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless the Holders, the officers, directors, agents and employees of the Holders, each Person who controls the Holders (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading; *provided, that*, the Company shall not be liable in any such case (i) to the extent that any such Loss (A) is based on information regarding the Holder furnished in writing to the Company by the Holder expressly for use therein, (B) is related to a sale by the Holder that was made in violation of the covenants and agreements contained in Section 8(c) of this Agreement, (C) is in respect of amounts paid in settlement of any Loss if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned) or (ii) in which the person asserting such Loss (or action or proceeding in respect thereof) who purchased the Registrable Securities that are the subject thereof did not receive a copy of the Prospectus (as amended or supplemented) at or prior to the written confirmation of the sale of such Registrable Securities to such person because of the failure of the Holder to so provide such Prospectus (as amended or supplemented) and the untrue statement or omission of a material fact made in such Prospectus was corrected in the final Prospectus (as amended or supplemented). The Company shall notify the UMG Representative promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Holders. The Holders shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or relating to: any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in a Registration Statement (or any amendment thereto) or any

preliminary prospectus or the

Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information about the Holders furnished to the Company by or on behalf of the Holders expressly for use in such Registration Statement (or any amendment thereto) or the Prospectus (or any amendment or supplement thereto).

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of one counsel to represent all Indemnified Parties and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ one separate counsel who shall represent all Indemnified Parties in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by outside counsel that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party; provided, however, that in the event the Holders are party to such Proceeding, the Company shall only be required to pay the expenses of one law firm serving as counsel to the Holders). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

(d) Contribution. If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue

statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding anything to the contrary contained in this Section 5, in no event shall the liability of the Holders hereunder be greater in amount than the dollar amount of the net proceeds received by the Holders upon the sale of the Registrable Securities giving rise to such indemnification obligation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

6. Corrections. The Holders agree that, upon receipt of any notice from the Company of the happening of any event requiring the preparation of a supplement or amendment to a prospectus relating to Registrable Securities so that, as thereafter delivered to the Holders, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Holders will forthwith discontinue offers and sales of Registrable Securities pursuant to the Registration Statement contemplated herein until its receipt of copies of the supplemented or amended prospectus from the Company and, if so directed by the Company, the Holders shall either deliver to the Company all copies, other than permanent file copies then in the Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice, or shall destroy all such copies and certify such destruction to the Company.

7. Termination.

(a) The Company's obligations and the Holders' rights under this Agreement shall terminate (i) with respect to the Initial Shares, on the date on which all Initial Shares cease to constitute Registrable Securities, and (ii) with respect to any Supplemental Shares, on the date on which such Supplemental Shares cease to constitute Registrable Securities, except that Sections 4, 5, 8(a) and (e) through (o) of this Agreement shall survive any such termination.

(b) Notwithstanding anything to the contrary herein, this Agreement shall terminate upon the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation) other than a transaction or series of transactions in which (i) the Company is the surviving entity and does not become a wholly-

owned subsidiary of the acquirer, or (ii) the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Company held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such transaction or series of transactions.

8. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, the Holders or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and the Holders agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) Compliance. The Holders covenant and agree that they will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to any Registration Statement.

(c) Discontinued Disposition. The Holders agree by their acquisition of such Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 2(c) or Section 3(c), the Holders will immediately discontinue offers and dispositions of such Registrable Securities under any and all Registration Statements until the Holders' receipt of the copies of the supplemented Prospectus(es) and/or amended Registration Statement(s) or until it is advised in writing by the Company that the use of the applicable Prospectus(es) may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus(es) or Registration Statement(s). Subject to Section 2(c), the Company will use its commercially reasonable efforts to ensure that the use of the Prospectus(es) may be resumed as promptly as practicable. The Holders agree to treat as confidential and not disclose the substance and existence of any Suspension Notice provided by the Company under Section 2(c) or any notice provided under Sections 3(c)(ii)-(v) until the applicable Registration Statement(s) and Prospectus(es) are filed to include the requisite information or the Company otherwise publicly discloses such information. The Holders acknowledge their obligations under applicable securities laws with respect to the treatment of material non-public information relating to the Company.

(d) Piggy-Back Registrations. If at any time before the expiration of the applicable Effectiveness Period there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8

(each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the stock option or other employee benefit plans, then the Company shall send to the UMG Representative a written notice of such determination and, if within fifteen days after the date of such notice, any the UMG Representative shall so request in writing, the Company shall include in such registration statement all or any part of the Registrable Securities the UMG Representative requests to be registered, subject to customary underwriter cutbacks applicable to all holders of registration rights.

(e) UMG Representative. Each Holder shall be deemed to have irrevocably appointed UMG Recordings, Inc. (the "UMG Representative") as the sole and exclusive agent and attorney-in-fact of such Holder for the purposes of acting in the name and stead of such Holder, to be the sole person to give and receive notices and communications on behalf of such Holder in connection with this Agreement, to be the sole person to take all actions on behalf of the Holders pursuant to this Agreement, and to be the sole person to take all actions and incur all expenses necessary or appropriate in the judgment of the Holders for the accomplishment of the foregoing. More specifically, the UMG Representative shall have the sole (and only) authority to make all decisions and determinations and to take all actions (including giving consents or agreeing to any amendments or waivers to this Agreement or to the termination hereof or thereof) required or permitted hereunder on behalf of each Holder, and any such action, decision or determination so made or taken shall be deemed the action, decision or determination of each Holder, and any notice, communication, document, certificate or information

required (other than any notice required by law) to be given to any such Holder hereunder shall be deemed so given if given to the UMG Representative. The Holders shall have no authority to enforce any provisions of this Agreement or any other agreement or instrument entered into in connection herewith other than through the UMG Representative, to whom they have irrevocably appointed a power of attorney hereunder. UMG Representative shall be authorized and have the exclusive right to take all actions on behalf of the Holders, including, without limitation, to enforce any provision hereof, to defend or settle claims, and to make payments and incur expenses in respect of any claims made by or against the Holders, as applicable, on behalf of the Holders, as applicable. A decision, act, consent or instruction of the UMG Representative shall constitute a decision of all Holders and shall be final, binding and conclusive upon all Holders. The UMG Representative shall not make any decision or agreement, take any action, or give any consent or instruction under this Agreement on behalf of one Holder without such decision, agreement, action, consent or instruction being applicable to all Holders uniformly. The Company and its affiliates are hereby entitled to rely on all statements, representations and decisions of the UMG Representative as applying to all Holders and shall have no liability to any Holder or the UMG Representative in connection with any actions taken or not taken in reliance on such statements, representations and decisions of the UMG Representative.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the UMG Representative.

(g) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered (a) if to the UMG

Representative or any Holder, to the UMG Representative at UMG Recordings, Inc., 2220 Colorado Avenue, Santa Monica, California 90404, Attention: Senior Vice President, Business and Legal Affairs, (b) if to the Company, to Global Eagle Entertainment Inc., 4553 Glencoe Avenue, Los Angeles, California 90292, Attention: Stephen Ballas, Esq., General Counsel.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. In the event of a sale of all or substantially all of the assets of the Company to any other corporation(s) or entity(ies), or in the event of a bona fide consolidation or merger of the Company with or into any other corporation(s) or entity(ies), the Company may assign its rights and obligations hereunder to said corporation(s) or entity(ies). This provision does not limit the Holders' right to transfer the Registrable Securities. Any assignment of a Holder's rights hereunder shall be void unless such assignment is agreed to in writing by the Company.

(i) Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(j) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Delaware, without regard to principles of conflicts of law.

(k) Exclusive Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(l) Waiver of Jury Trial. The parties hereto hereby waive any right to a jury trial in connection with any litigation pursuant to this Agreement and the transactions contemplated hereby.

(m) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(n) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an

alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(o) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise

affect the meaning hereof.

****

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Stephen Ballas
Name: Stephen Ballas
Title: General Counsel

[SIGNATURE PAGE OF UMG REPRESENTATIVE AND HOLDERS FOLLOWS]

UMG RECORDINGS, INC., as a Holder and in its capacity as UMG Representative.

By: /s/ Michael Seltzer
Name: Michael Seltzer
Title: Senior Vice President, Business & Legal Affairs.

Exhibit C

Stipulation of Dismissal

JMBM | Jeffer Mangels Butler & Mitchell LLP

JEFFREY D. GOLDMAN (Bar No. 155589),
jgoldman@jmbm.com

STANLEY M. GIBSON (Bar No. 162329),
sgibson@jmbm.com

TALYA GOLDFINGER (Bar No. 294926),
tgoldfinger@jmbm.com

JEFFER MANGELS BUTLER & MITCHELL LLP
1900 Avenue of the Stars, Seventh Floor
Los Angeles, California 90067-4308
Telephone: (310) 203-8080
Facsimile: (310) 203-0567

Attorneys for Plaintiffs and Counter-Defendants

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UMG RECORDINGS, INC. a Delaware corporation; et al.,

Plaintiffs,

v.

GLOBAL EAGLE ENTERTAINMENT INC. a Delaware corporation, et al.,

CASE NO. CV 14-3466-GW (JPR)

Assigned to Hon. George H. Wu

RULE 41 STIPULATION OF DISMISSAL

Defendants.

AND RELATED COUNTERCLAIMS

Rule 41 Stipulation of Dismissal

Plaintiffs and Counter-Defendants UMG Recordings, Inc., Capitol Records, LLC, Universal Music Corp., Songs of Universal, Inc., Universal-Polygram International Publishing, Inc., Universal — Songs of PolyGram International, Inc., Universal — PolyGram International Tunes, Inc., Universal Music — MGB NA LLC, Universal Music — Z Tunes LLC, Rondor Music International, Inc., and Universal Musica, Inc. (collectively "the UMG Parties") and Defendants and Counter-Claimants Global Eagle Entertainment Inc., Inflight Productions USA Inc. and Inflight Productions Ltd. (collectively "the GEE Parties"), through their counsel of record, hereby stipulate that all claims against the GEE Parties asserted in the First Amended Complaint and all claims against the UMG Parties and against Universal Music Group International, Inc.(1) asserted in the Second Amended Counterclaims be dismissed with prejudice pursuant to Fed. R. Civ. P. 41(a) and Fed. R. Civ. P. 41(c), with the UMG Parties, the GEE Parties, and Universal Music Group International, Inc. each bearing their respective attorneys' fees and costs.

Dated: August , 2016

JEFFER, MANGELS, BUTLER & MITCHELL LLP

By

JEFFREY D. GOLDMAN
STANLEY M. GIBSON
TALYA GOLDFINGER
Attorneys for the UMG Parties

(1) Universal Music Group International, Inc. was a previously dismissed Counter-Defendant and included here only for the sake of completeness.

Dated:

SHEPPARD, MULLIN, RICHTER & HAMPTON llp

By

MARTIN D. KATZ
JAY T. RAMSEY
Attorneys for the GEE Parties

Exhibit D

Share Recipient Certification

SHARE RECIPIENT CERTIFICATE
(for Share Recipients who are not parties to the Settlement Agreement)

This Share Recipient Certificate ("Certificate") is being delivered by the undersigned ("Share Recipient") to Global Eagle Entertainment Inc. ("GEE") in connection with GEE's issuance of common stock, par value $0.0001 per share ("Common Stock"), to the Share Recipient pursuant to the direction of UMG (as defined below) under that certain Settlement Agreement, dated August 9, 2016, by and among GEE, Inflight Productions USA Inc. and Inflight Productions Ltd. (collectively, the "GEE Entities") on the one part, and UMG Recordings, Inc., Capitol Records, LLC, Universal Music Corp., Songs of Universal, Inc., Universal — Polygram International Publishing, Inc., Universal — Polygram International Tunes, Inc., Universal Music — MGB NA LLC, Universal Music — Z Tunes LLC, Rondor Music International, Inc., and Universal Musica, Inc. (each a "UMG Party" and collectively "UMG" or the "UMG Parties") on the other (the "Settlement Agreement").

1. The Share Recipient hereby certifies, represents and warrants to GEE:

a) The Share Recipient is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). The Share Recipient has such knowledge, skill and experience in business, financial and investment matters that it is capable of evaluating the merits and risks of an investment in GEE. With the assistance of the Share Recipient's own professional advisors, to the extent they have deemed appropriate, the Share Recipient has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in GEE. the Share Recipient has considered the suitability of an investment in GEE in light of its own circumstances and financial condition and is able to bear the risks associated with an investment in GEE.

b) An investment in GEE Common Stock involves certain significant risks. The Share Recipient is financially capable of bearing the risk of such investment for an indefinite period of time. The Share Recipient's overall commitment to investments which are not readily marketable is not disproportionate to its net worth and the investment in GEE will not cause such overall commitment to become excessive.

c) The Share Recipient understands that the shares of GEE Common Stock it receives pursuant to the Settlement Agreement (the "GEE Shares") have not been registered under the Securities Act, or any state securities act, and are being issued on the basis of exemptions from registration under the Securities Act and applicable state securities acts. Reliance on such exemptions, where applicable, is predicated in part on the accuracy of the Share Recipient's representations and warranties set forth herein. The Share Recipient acknowledges and hereby agrees that such shares will not be transferable under any circumstances unless registered in accordance with federal and state securities laws or an available exemption under such laws.

d) The Share Recipient has conducted its own independent investigation, review and analysis regarding an investment in GEE Common Stock, GEE and the business and financial condition of GEE and has been given the opportunity to (i) ask questions of and receive

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answers from GEE and its designated representatives concerning GEE and the business and financial condition of GEE and (ii) obtain any additional information that GEE possesses or can acquire without unreasonable effort or expense that is necessary to assist the UMG Parties in evaluating the advisability of an investment in GEE. The Share Recipient is not relying on any oral or written representation or warranty of any kind or nature, express or implied, concerning GEE or its operations, financial condition or prospects. The Share Recipient confirms that GEE has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in GEE or (ii) made any representation to the Share Recipient regarding the legality of an investment in GEE under applicable legal investment or similar laws or regulations.

e) The Share Recipient (i) acknowledges that the GEE Entities possess or have access to material non-public information concerning the GEE Entities which has, at the express demand of the Share Recipient, not been communicated to the Share Recipient, even though that information may adversely affect GEE's stock price, and which information GEE has offered to provide to the Share Recipient; (ii) hereby waives, on behalf of itself and each transferee of Initial Shares or Supplemental Shares, any and all claims, whether at law, in equity or otherwise, that he, she, or it may now have or may hereafter acquire, whether presently known or unknown, against each of the GEE Entities or any of their officers, directors, employees, agents, affiliates, subsidiaries, successors or assigns relating to any failure to disclose any such non-public information in connection with the transactions contemplated by the Settlement Agreement, including, without limitation, any claims arising under Rule 10b-5 promulgated under the Exchange Act; *provided that* the information to which any such claim relates was not required to be disclosed in GEE's SEC Reports and *provided further that* nothing in this Section 7.f. shall be deemed to be a waiver of any claim that any of the Share Recipients or its transferees has or would have had if the Share Recipients purchased the Initial Shares or Supplemental Shares from a third party in the open market rather than directly from GEE; and (iii) is aware that the GEE Entities are relying on the truth of the representations set forth in this Certificate and in Sections 5 and 6 of the Settlement Agreement and the foregoing acknowledgement and waiver in clauses (i) and (ii) above, respectively, in connection with the transactions contemplated by this Certificate. Each of the Share Recipients understands, based on its experience, the disadvantage to which the Share Recipients are subject due to the disparity of information between the GEE Entities and the Share Recipients and, notwithstanding such disparity, the Share Recipients have deemed it appropriate to decline to receive such information from the GEE Entities and to enter into the Settlement Agreement and to consummate the transactions contemplated hereby.

f) The Share Recipient understands that no federal, state or other governmental authority has made any recommendation, findings or determination relating to the merits of an investment in GEE.

g) The Share Recipient is investing in GEE for its own account for investment purposes, not as nominees or agents for other persons or entities and not with a view to, or for offer or sale in connection with, any distribution thereof. The Share Recipient does not have a present intention to sell any of the GEE Shares, nor a present arrangement (whether or not

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legally binding) or intention to effect any distribution of any of such shares to or through any person or entity.

2. The Share Recipient acknowledges and agrees that, other than constituting a UMG Released Party under the Settlement Agreement, (i) it is neither a party to, nor a third party beneficiary of, the Settlement Agreement, (ii) the Settlement Agreement is for the sole benefit of the parties thereto, (iii) nothing herein or in the Settlement Agreement, express or implied, is intended to or shall confer upon the Share Recipient any legal or equitable right, benefit, or remedy of any nature whatsoever under the Settlement Agreement, and the Share Recipient hereby waives any and all such rights, benefits or remedies, and (iv) the receipt by the Share Recipient of any

securities or cash issued or paid pursuant to the Settlement Agreement is solely for the convenience of, and at the direction of, UMG.

3. The Share Recipient hereby irrevocably appoints UMG Recordings, Inc. (the "UMG Representative") as the sole and exclusive agent and attorney-in-fact of the Share Recipient for the purposes of acting in the name and stead of the Share Recipient, to be the sole person to give and receive notices and communications on behalf of the Share Recipient in connection with the issuance of GEE Shares and/or the payment of cash to the Share Recipient, to be the sole person to take all actions on behalf of the Share Recipient in connection with the issuance of GEE Shares and/or the payment of cash to the Share Recipient (including the exercise of registration rights), and to be the sole person take all actions and incur all expenses necessary or appropriate in the judgment of the Share Recipient for the accomplishment of the foregoing. More specifically, the UMG Representative shall have the sole (and only) authority to make all decisions and determinations and to take all actions required or permitted hereunder on behalf of the Share Recipient (including, without limitation, compromising claims, granting waivers or agreeing to amendments under the Settlement Agreement or the Registration Rights Agreement or under any related document or agreement entered into in connection herewith or therewith), and any such action, decision or determination so made or taken shall be deemed the action, decision or determination of the Share Recipient, and any notice, communication, document, certificate or information required (other than any notice required by law) to be given to the Share Recipient under the Settlement Agreement shall be deemed so given if given to UMG Representative. The UMG Representative shall be authorized and have the exclusive right to take all actions on behalf of the Share Recipient in connection with the issuance of GEE Shares and/or payment of cash to the Share Recipient. A decision, act, consent or instruction of the UMG Representative shall constitute a decision of the Share Recipient and shall be final, binding and conclusive upon the Share Recipient, even without notice to Share Recipient. GEE and its affiliates are hereby entitled to rely on all statements, representations and decisions of the UMG Representative as applying to the Share Recipient and shall have no liability to UMG, the UMG Representative or any Share Recipient in connection with any actions taken or not taken in reliance on such statements, representations and decisions of the UMG Representative.

[Signature page follows]

IN WITNESS WHEREOF, the Share Recipient has executed this Share Recipient Certificate on the date set forth below:

DATED: August 9, 2016

Jeffer Mangels Butler & Mitchell LLP

/s/ Bunton Mitchell (Signature)
Bunton Mitchell (Print Name)
Its: Assistant Managing Partner (Title)

Exhibit 5.1

WINSTON & STRAWN LLP North America Europe Asia

200 Park Avenue
New York, NY 10166
T +1 212 294 6700
F +1 212 294 4700

October 11, 2016

Global Eagle Entertainment Inc.
4553 Glencoe Avenue, Suite 300
Los Angeles, California 90292

Re: Form S-3 Registration Statement

Ladies and Gentlemen:

We have acted as special counsel to Global Eagle Entertainment Inc., a Delaware corporation (the "Company"), in connection with the Company's registration statement on Form S-3 to be filed by the Company with the U.S. Securities and Exchange Commission (the "Commission") on or about the date hereof (the "Registration Statement"), in connection with the registration under the Securities Act of 1933, as amended (the "Act"), and offer and sale by certain selling stockholders set forth in the prospectus contained in the Registration Statement and any supplement to the prospectus, of up to 6,827,431 shares (the "Shares") of common stock of the Company, par value $0.0001 per share ("Common Stock"), and up to 3,108,808 shares of Common Stock that may be issued as deferred consideration (the "Additional Shares") under the terms of that certain Interest Purchase Agreement, dated May 9, 2016, by and between the Company and EMC Acquisition Holdings, LLC (the "Purchase Agreement").

This opinion letter is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Act.

In rendering the opinions set forth below, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of (i) the Second Amended and Restated Certificate of Incorporation of the Company, as in effect on the date hereof, (ii) the Amended and Restated Bylaws of the Company, as in effect on the date hereof, (iii) the Registration Statement, (iv) the Purchase Agreement and (v) resolutions of the Board of Directors of the Company, relating to, among other matters, the issuance of the Shares and the filing of the Registration Statement. We have also examined and relied upon such records of the Company and other instruments, certificates of public officials and representatives of the Company and other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. As to certain facts material to this opinion letter, we have relied without independent verification upon oral and written statements and representations of officers and other representatives of the Company.

On the basis of the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that (i) the Shares have been duly authorized

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and are validly issued, fully paid and non-assessable and (ii) the Additional Shares have been duly authorized and, when the Additional Shares are issued in accordance with the terms of the Purchase Agreement, the Additional Shares will be validly issued, fully paid and non-assessable.

The opinions expressed herein are based upon and limited to the General Corporation Law of the State of Delaware, including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing. We express no opinion herein as to any other laws, statutes, regulations or ordinances.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we are experts within the meaning of the Act or that our firm is within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Winston & Strawn LLP

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in this Registration Statement on Form S-3 and the related Prospectus of Global Eagle Entertainment Inc. for the registration of the resale of 9,936,239 shares of its common stock and to the incorporation by reference therein of our reports dated March 17, 2016 with respect to the consolidated financial statements of Global Eagle Entertainment Inc. and the effectiveness of internal control over financial reporting of Global Eagle Entertainment Inc., included in its Annual Report on Form 10-K for the year ended December 31, 2015, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Los Angeles, California

October 11, 2016

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

Global Eagle Entertainment Inc.
Los Angeles, California

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement of our report dated September 23, 2016 relating to the consolidated financial statements of EMC Acquisition, LLC as of December 31, 2015 and 2014 and for each of the three years ended December 31, 2015, 2014 and 2013 included in Global Eagle Entertainment Inc.'s Current Report on Form 8-K/A filed with the Securities and Exchange Commission on October 11, 2016.

/s/ BDO USA, LLP
Miami, Florida

October 10, 2016