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

FORM 8-K

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

Date of Report (Date of earliest event reported): **November 12, 2016**

GLOBAL EAGLE ENTERTAINMENT INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35176
(Commission
File Number)

27-4757800
(IRS Employer
Identification No.)

4553 Glencoe Avenue, Suite 300, Los Angeles, California 90292
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **310-437-6000**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On November 12, 2016, Global Eagle Entertainment Inc. (the "Company" or "we") and Aditya Chatterjee, the Company's Chief Technology Officer, agreed to terminate Mr. Chatterjee's employment effective November 12, 2016.

In connection with Mr. Chatterjee's departure, the Company and Mr. Chatterjee have entered into a Separation and Release Agreement dated November 12, 2016 (the "Separation Agreement"). Under the Separation Agreement, the Company will pay Mr. Chatterjee a severance payment equal to \$154,436, paid over the 6-month period following his termination. In addition, under the Separation Agreement, Mr. Chatterjee will have until November 12, 2017 to exercise any vested Company stock options that he holds as of his termination date even if the award agreements governing such stock options provide for a shorter period of exercisability following his separation from the Company.

The Company and Mr. Chatterjee have also entered into a Consulting Services Agreement dated November 12, 2016 (the "Consulting Agreement"). Under the Consulting Agreement, the Company will pay Mr. Chatterjee \$25,739 per month for strategic and management advisory services relating to network capacity, next-generation antenna programs, partnerships and regulatory matters. The Consulting Agreement has a 6-month term, but the Company may terminate the agreement for any or no reason at any time.

We qualify the foregoing summary of the Separation Agreement and Consulting Agreement by reference to the Separation Agreement and Consulting Agreement, copies of which we have filed as Exhibits 10.1 and 10.2, respectively, and incorporate by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

We incorporate by reference herein the Exhibit Index following the signature page to this Current Report on Form 8-K.

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SIGNATURE

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

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Tom Severson

Name: Tom Severson

Title: Chief Financial Officer

Dated: November 12, 2016

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EXHIBIT INDEX

Exhibit No.	Description
10.1	Separation and Release Agreement, dated November 12, 2016, between the Company and Aditya Chatterjee.
10.2	Consulting Services Agreement, dated November 12, 2016, between the Company and Aditya Chatterjee.

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SEPARATION AND RELEASE AGREEMENT

THIS SEPARATION AND RELEASE AGREEMENT (this "Agreement") is dated November 12, 2016 (the "Execution Date") and confirms that the undersigned's at-will employment with Global Eagle Entertainment Inc. (the "Company") is terminated effective November 12, 2016 (the "Termination Date"). You shall execute and deliver this Agreement no earlier than the Termination Date and no later than the twenty-first (21st) day after your receipt of this Agreement.

In consideration of the mutual promises, covenants and agreements set forth in this Agreement and the Employment Agreement by and between you and the Company dated as of May 2, 2014 (the "Employment Agreement"), the sufficiency of which the parties acknowledge, it is agreed as follows:

1. Termination of Employment. Effective as of the Termination Date, the undersigned ("you") hereby resigns from all offices you hold with the Company and any of its subsidiaries. Effective as of the Termination Date, your active coverage under and participation in all benefit plans and programs sponsored by the Company shall (except for the coverage described in Section 3(b) below) terminate.

2. Accrued Amounts. The Company shall pay to you on the Termination Date your base salary accrued and due to you through the Termination Date, less applicable tax withholding.

3. Payments and Benefits. As consideration for your promises, covenants and agreements in this Agreement, subject to and conditioned on your execution and non-revocation of this Agreement, the Company will provide you with payments and benefits set forth below promptly following the effectiveness of this Agreement as set forth in Section 7 hereof. These are in lieu of any provision for severance pay and benefits set forth in your Employment Agreement.

(a) Severance. An amount equal to \$154,436 (representing six (6) months of your base salary at the rate in effect on the Termination Date), subject to applicable withholding for taxes, to be paid over the six (6) months after the Termination Date in accordance with the Company's normal payroll practices.

(b) COBRA. Subject to your timely election of health plan continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and your continued payment of your portion of the monthly premiums for such coverage at the same rate applicable as of immediately prior to the Termination Date, during the eighteen (18) month period following the Termination Date, you and your covered dependents will be entitled under COBRA to continued participation in the applicable group health plans of the Company in which you and your covered dependents participate as of immediately prior to the Termination Date in accordance with COBRA and the terms of such plan(s) in effect from time to time; and

(c) Vested Stock Options. You shall have a period of twelve (12) months following the Termination Date to exercise any vested stock options of the Company that you hold as of the Termination Date, notwithstanding any other shorter period for exercisability as set forth in the equity incentive plan or the award agreements under which those options were issued.

4. Sole and Exclusive Benefits and Sufficiency of Consideration. For the avoidance of doubt, this Agreement sets forth the sole and exclusive benefits for which you are eligible as a result of your termination of employment with the Company. You acknowledge and agree that (i) aside from the payments and benefits set forth in Sections 2 and 3 of this Agreement, you are not entitled to any other payments under the Employment Agreement or under any severance, bonus or other benefit or compensation plan, policy or program of the Company in connection with your employment or termination of employment with the Company, or your engagement (if any) as a consultant by the Company following the Termination Date; and (ii) any unvested equity or equity-based awards granted to you under any equity or incentive plan of the Company is cancelled and terminated, without any payment therefor, and shall be of no further force or effect as of the Termination Date. You further acknowledge that you would not otherwise be entitled to the payments and benefits provided under this Agreement or the Employment Agreement but for your promises, covenants and agreements made herein.

5. Release of Claims.

(a) Please read the following release carefully. To help you understand it and your rights as a terminated employee, please consult with your attorney.

(b) You hereby release and forever discharge the Company and its affiliates and each of its and their past and present officers, directors, employees, agents, advisors, consultants, successors and assigns from any and all claims and liabilities of any nature by you including, but not limited to, all actions, causes of actions, suits, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations, and demands whatsoever, known or unknown, at law or in equity, by contract (express or implied), tort, pursuant to statute, or otherwise, that you now have, ever have had or will ever have based on, by reason of, or arising out of, any event, occurrence, action, inaction, transition or thing of any kind or nature occurring prior to or on the Execution Date. Without limiting the generality of the above, you specifically release and discharge any and all claims and causes of action arising, directly or indirectly, from your employment at the Company, arising under the Employee Retirement Income Security Act of 1974 (except as to claims pertaining to vested benefits under employee benefit plan(s) of the Company), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Pay Act, the Rehabilitation Act, the Americans With Disabilities Act, or any other law, statute, ordinance, rule, regulation, decision or order pertaining to employment or pertaining to discrimination on the basis of age, alienage, race, color, creed, gender, national origin, religion, physical or mental disability, marital status, citizenship, sexual orientation or non-work activities. Payment of any amounts and the provision of any benefits

provided for in this Agreement do not signify any admission of wrongdoing by the Company, its subsidiaries or any of their affiliates. Notwithstanding the foregoing, nothing in this Agreement limits (i) your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"), (ii) your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, or (iii) your right to receive an award for information provided to any Government Agencies.

(c) You acknowledge that you may hereafter discover claims or facts in addition to or different from those that you now know or believe to exist with respect to the subject matter of the releases contained in this Agreement and which, if known or suspected at the time of executing this Agreement, might have materially affected your release or decision to enter into this Agreement. Nevertheless, you waives any right, claim, or cause of action that might arise as a result of such different or additional claims or facts.

6. Restrictive Covenants. In order to preserve and protect the goodwill and value of the Company's business, operations, relationships and confidential information to which you had access during your employment, you hereby agree as follows:

(a) During the period beginning on the Termination Date and ending on the first (1st) anniversary thereof, you will not, either acting jointly or individually, directly or indirectly, induce or attempt to induce any employee or consultant of the Company or any of its affiliates to leave such entity's employ or consultancy, or in any way interfere with the relationship between the Company or its affiliates and any of their employees or consultants.

(b) During the period beginning on the Termination Date and ending six (6) months thereafter, you will not (i) directly or indirectly own any interest in, manage, control, participate in (whether as an officer, director, employee, partner, member, stockholder, agent, representative or otherwise), render services for, accept compensation from, or in any other manner engage in any business (including any new business started by you, either alone or with others) that competes with the Company throughout the world, or (ii) contact or solicit any customers, suppliers, vendors, licensees, licensors or other persons who have a business relationship with the Company (each, an "Existing Business Relationship") for the purposes of (x) diverting any existing or future business from the Company, (y) causing, inviting or encouraging any such Existing Business Relationship to alter or terminate his, her or its business relationship with the Company, or (z) interfering with any aspect of the relationship between any such Existing Business Relationship and the Company (including, without limitation, making any negative statements or communications about the Company or any of its officer's directors, employees or affiliates to any person connected with such Existing Business Relationship).

(c) For the avoidance of doubt, your confidentiality and invention ownership and assignment obligations to which you were subject during your employment with the Company shall survive indefinitely following your termination of employment in accordance with their terms, including those obligations set forth in your Employment Agreement and as imposed upon you pursuant to Company policies and your fiduciary duties.

(d) The Company would suffer irreparable harm from a breach of any of the covenants or agreements contained in this Section 6. In the event of an alleged or threatened breach by you of any of the provisions of this Section 6, the Company or its successors or assigns may, in addition to all other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages, and the restricted period, as applicable, described above will be tolled until such alleged breach or violation is resolved. You agree that the restrictions in this Section 6 are reasonable protections under the circumstances of the payment of the amounts set

forth herein. If, at the time of enforcement of any of the provisions of this Section 6, a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, you agree that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area.

7. Older Workers Benefit Protection Act. Pursuant to the Older Workers Benefit Protection Act, the Company hereby advises you that you should consult an attorney before signing this Agreement, that you are entitled to take up to twenty-one (21) days from the date of your receipt of this Agreement to consider it and that you may have seven (7) days from the date you sign this Agreement to revoke it. The revocation must be personally delivered to the Company's General Counsel or his designee, or mailed to them via certified mail, return receipt requested and postmarked within seven (7) calendar days of your execution of this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired. Nothing herein is intended to, or shall, preclude you from filing a charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in any investigation, and you may also report securities laws violations to the Securities and Exchange Commission and other federal agencies without regard to any of the foregoing. You, however, explicitly waive any right to file a personal lawsuit and/or receive monetary damages that the agency may recover against each of the parties released in Section 5 above, without regard as to who brought any said complaint or charge, except that you not however waive any rights to whistleblower awards from the Securities and Exchange Commission in connection with your reporting securities laws violations to it or to other federal agencies.

8. Breach. You agree that all of the payments and benefits provided for in the Employment Agreement are subject to termination, reduction or cancellation in the event of your material breach of this Agreement.

9. Enforcement. The parties agree that any legal proceeding brought to enforce the provisions of this Agreement may be brought only in the courts of the State of Illinois or the federal courts located in Illinois and each party hereby consents to the jurisdiction of such courts.

10. Severability. If any of the terms of this Agreement shall be held to be invalid and unenforceable and cannot be rewritten or interpreted by the court to be valid, enforceable and to meet the intent of the parties expressed herein, then the remaining terms of this Agreement are severable and shall not be affected thereby.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties about or relating to your termination of employment with the Company, or the Company's obligations to you with respect to your termination, and fully supersedes any and all prior agreements or understandings between the parties relating thereto, including the payments and benefits due upon your termination of employment as provided for in your Employment Agreement. Except for those provisions that expressly survive termination thereof, the Employment Agreement is hereby terminated and of no further force and effect. In the event of any conflict or inconsistency between the terms of this Agreement and the Employment Agreement, this Agreement shall control.

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12. Representations. You affirm that the only consideration for signing this Agreement is as referenced herein and that no other promises or agreements of any kind have been made to or with you by any person or entity whatsoever to cause you to sign this Agreement, and that you fully understand the meaning and intent of this instrument. Subject to the last sentence of Section 5(b) hereof, you agree that you will not disparage the Company in any way, nor will you make any public comments or communications which tend to cast the Company, its owners, directors, officers or employees in a negative light.

You acknowledge that you have carefully read this Agreement, voluntarily agree to all of its terms and conditions, understand its contents and the final and binding effect of this Agreement, and that you have signed the same as your own free act with the full intent of releasing the Company from all claims you may have against it.

[Signatures on following page]

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PLEASE READ CAREFULLY.

THIS SEPARATION AND RELEASE AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

/s/ Aditya Chatterjee

Aditya Chatterjee

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Zant Chapelo

Name: Zant Chapelo
Title: SVP, Human Resources



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”) is effective as of November 12, 2016 (“**Effective Date**”) by and between Global Eagle Entertainment Inc., a Delaware corporation, with its principal place of business at 4553 Glencoe Avenue, Suite 300, Los Angeles, CA 90292 (“**GEE**”), and Aditya Chatterjee (“**Consultant**”).

In consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. **Duties of Consultant.**

a . **Services.** Consultant shall perform the services as may be requested from time to time by GEE (“**Services**”) and as described on the Work Statement attached as Exhibit A hereto. Upon request by GEE, Consultant agrees to submit to GEE in a timely manner and in written or other tangible form, any deliverables or results of Consultant’s work under this Agreement including, without limitation, all deliverables listed in the Work Statement(s), all assigned Inventions as set forth in Section 5 hereof, and all documentation of work performed under this Agreement (collectively, the “**Results**”). At all times before or after completion of the Services, GEE shall have the right to examine the Results and any materials relating thereto to ensure Consultant’s compliance with the provisions of this Agreement. For the Term (as defined below), Consultant’s primary contact with GEE shall be the “Manager” specified on the attached Work Statement or such other person designated by GEE.

b . **Performance.** Consultant’s performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry with Consultant devoting sufficient time and energy as to timely accomplish the Services. Consultant shall at all times comply with all applicable laws and GEE’s safety rules in the course of performing the Services. If Consultant’s work requires a license, Consultant represents that it has obtained that license, and that such license is in full force and effect and will remain in full force and effect during the Term and it is responsible for all insurance, taxes, fees, costs, equipment, expenses and travel expenses in connection with the Services. Consultant may not engage third parties to assist it in the Services without GEE’s prior written consent.

2. **Compensation.** The fees and expense reimbursements payable by GEE and the payment terms of such fees and expense reimbursements shall be as set forth on the Work Statement. All fees and expense reimbursements provided for in the Work Statements are Consultant’s sole compensation for rendering the Services to GEE. For the avoidance of doubt, Consultant is responsible for procuring its own administrative support (at its own cost) in support of rendering the Services hereunder.

3. **Term/Termination.** The term of this Agreement (the “**Term**”) will commence on the Effective Date and continue, unless terminated earlier pursuant to this Section 3, for a period specified on the attached Work Statement; *provided, however*, that notwithstanding the foregoing

or anything to the contrary in the Work Statement, this Agreement may be terminated by GEE at any time, with or without cause and without further liability therefor, by giving written notice of termination to Consultant. In the event of such termination, GEE will be obligated to pay Consultant any outstanding fees or expense reimbursements due under this Agreement only for or in connection with such Services actually then completed by Consultant and reasonably acceptable to GEE as of the date of GEE’s termination notice.

4. **Confidentiality.**

a . **Proprietary Information.** Consultant understands that GEE possesses and will possess Proprietary Information that is important to its business. For purposes of this Agreement, “**Proprietary Information**” is all information that is disclosed to Consultant or that was or will be developed, learned, created, or discovered by Consultant (or others) for or on behalf of GEE, or that became or will become known by, or was or is conveyed to GEE and has commercial value in GEE’s business, or that is developed at GEE’s facilities or with use of GEE’s equipment. Proprietary Information includes, but is not limited to, information (and all tangible items in any form incorporating, embodying or containing information) relating to (a) all client/customer/vendor lists and all lists or other compilations containing client, customer or vendor information; (b) information about products, proposed products, research, product development, know-how, techniques, processes, costs, profits, markets, marketing plans, strategies, forecasts, sales and commissions, and unpublished information relating to technological and scientific developments; (c) plans for future development and new product concepts; (d) all manufacturing techniques or processes, documents, books, papers, drawings, schematics, models, sketches, computer programs, databases, and other data of any kind and descriptions including electronic data recorded or retrieved by any means; (e) the compensation and terms of employment of GEE employees and consultants; (f) software in various stages of development, and any designs, drawings, schematics, specifications, techniques, models, data, source code, algorithms, object code, documentation, diagrams, flow charts, research and development, processes and procedures relating to any software; and (g) all other information that has been or will be given to Consultant in confidence by GEE (or any affiliate of it that might be formed) concerning GEE’s actual or anticipated business, research or development, or that is received in confidence by or for GEE from any other person or entity. Proprietary Information does not include information that Consultant demonstrates to GEE’s satisfaction, by written evidence incurred in the ordinary course of business, is in the public domain through lawful means that do not directly or indirectly result from any act or omission of Consultant in breach of its obligations hereunder.

b. Non-Disclosure. Consultant understands that the consulting arrangement creates a relationship of confidence and trust between Consultant and GEE with regard to Proprietary Information. Consultant will at all times, both during and after the Term, keep the Proprietary Information in confidence and trust. Consultant will not, without the prior written consent of an authorized officer of GEE (i) copy, use or disclose any Proprietary Information to any third party (including any subcontractors engaged by Consultant with GEE's consent), (ii) remove any Proprietary Information from the business premises of GEE, or (iii) deliver any Proprietary Information to any person or entity outside of GEE. Consultant may not share any such Proprietary Information with third parties or subcontractors hereunder in furtherance of the Services without GEE's prior written consent. Consultant understands that the Defense of Trade

Secrets Act provides certain immunities from liability for confidential disclosure of a trade secret to the government or in a court filing such that an action that would otherwise count as trade secret misappropriation will be immunized if the disclosure (i) is made (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

c. Return of Proprietary Information. Consultant agrees that upon termination of this Agreement for any reason, completion of the Services, or upon GEE's request, Consultant shall promptly deliver to GEE all Proprietary Information, any document or media that contains Results (and all copies thereof), and any apparatus or equipment (and other physical property or any reproduction of such property), excepting only Consultant's copy of this Agreement.

5. Ownership and License.

a. Assignment of Rights. All Proprietary Information, and all patents, patent rights, copyrights, mask work rights, trademark rights, trade secret rights, *sui generis* database rights, and all other intellectual and industrial property rights of any kind anywhere in the world (collectively, the "**Rights**") in connection therewith shall be the sole property of GEE. Consultant hereby irrevocably assigns to GEE, without further consideration, any and all Rights that Consultant may have or acquire in the Proprietary Information and the Results.

b. Disclosure of Inventions. Consultant will promptly disclose in writing to GEE's designated representative all "**Inventions**" (which term includes patentable or non-patentable inventions, original works of authorship, derivative works, trade secrets, technology, computer software, application programming interfaces, ideas, designs, formulas, processes, trademarks, service marks, patents, copyrights, techniques, know-how and data, and all improvements, rights, and claims related to the foregoing) made, conceived, reduced to practice, or developed by Consultant, either alone or jointly with others, during the Term that relate to GEE's business, relate to demonstrably anticipated research or development of GEE, or that result from any of the Services that Consultant has performed, or will perform, for GEE. Consultant will not disclose Inventions covered by this Section 5.b. to any person outside of GEE unless requested to do so by management personnel of GEE.

c. Assignment of Inventions. Consultant agrees to irrevocably assign to GEE, without further consideration, all right, title, and interest that Consultant may presently have or acquire (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention requiring disclosure under Section 5.b. hereof, which shall be the sole property of GEE, whether or not patentable. Without limiting the foregoing, Consultant agrees that any such Invention comprising an original work of authorship shall be deemed to be a "work made for hire" and that GEE shall be deemed the author thereof under the U.S. Copyright Act (Title 17 of the U.S. Code), provided that in the event and to the extent any such Invention is determined not to constitute a "work made for hire" as a matter of law,

Consultant hereby irrevocably assigns and transfers to GEE all right, title and interest in and to any such Invention including, without limitation, all copyrights.

d. Cooperation. Consultant agrees to perform, during and after the Term, all acts deemed necessary or desirable by GEE to permit and assist it, at Consultant's rate as listed in the Work Statement, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or Consultant's assignments herein. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Consultant hereby irrevocably designates and appoints GEE and its duly authorized officers and agents, as Consultant's agents and attorneys-in-fact, with full power of substitution, to act for and in behalf and instead of Consultant, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Consultant.

e. Moral Rights. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "**Moral Rights**"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Consultant hereby ratifies and consents to any action of GEE that would violate such Moral Rights in the absence of such ratification/consent. Consultant will confirm any such ratifications

and consents from time to time as requested by GEE.

f. **Inventions.** Consultant represents that Consultant has no such Inventions at the time of signing this Agreement.

h. **License.** If any Rights or Inventions assigned hereunder or any Results are based on, or incorporate, or are improvements or derivatives of, or cannot be reasonably made, used, modified, maintained, supported, reproduced and distributed or otherwise fully exploited without using or violating technology or Rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants GEE a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, nonexclusive, sublicensable right and license to exploit and exercise all such technology and Rights in support of GEE's exercise or exploitation of any Results or assigned Rights or Inventions (including any modifications, improvements and derivatives works thereof).

j. **Privacy.** Consultant recognizes and agrees that it has no expectation of privacy with respect to GEE's telecommunications, networking, or information processing systems (including, without limitation, stored computer files, e-mail messages and voice messages) and that Consultant's activity, and any files or messages, on any of those systems may be monitored at any time without notice.

6. ***Independent Contractor.*** Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations including, without limitation, Workers' Compensation Insurance, Unemployment Insurance, or State Disability Insurance. Consultant agrees that it is solely responsible for the payment of compensation or other amounts owing to its employees, subcontractors, representatives and agents arising out of the provision of the Services. Consultant understands and agrees that Consultant shall not be considered as having employee status with GEE and Consultant will not participate in any plans,

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arrangements, or distributions by GEE pertaining to or in connection with any pension, stock, bonus, profit-sharing, or other benefit program GEE may have for its employees. Consultant has no authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of GEE. Consultant agrees to defend, indemnify and hold GEE harmless from any and all claims made by any person or entity on account of an alleged failure by Consultant to satisfy any tax, withholding, or other similar regulatory or statutory obligations, or arising out of Consultant's employment or engagement of persons to provide the Services. GEE shall issue Form 1099 records for its payments to Consultant made pursuant to this Agreement and shall not be subject to withholding for income tax, social security, or unemployment compensation unless and until the laws or regulations with respect thereto require such withholdings to be made with respect to payments to bona fide independent contractors. Consultant understands that GEE will be required to report payments to Consultant to U.S. federal and state income taxing authorities. Consultant further agrees to accept exclusive liability for the payment of taxes or contributions for unemployment and health insurance, retirement benefits, annuities and/or social security payments that Consultant pays or owes to Consultant's employees, agents, or subcontractors, if any, and to reimburse and indemnify GEE for such taxes or contributions or penalties which GEE may be compelled to pay. Consultant also agrees to comply with all valid administrative regulations respecting the assumption of liability for such taxes and contributions.

7. ***Representations and Warranties.*** Consultant represents and warrants that, as of the Effective Date and at all times during and after the Term: (a) Consultant's performance of the Services and all terms of this Agreement has not breached and will not breach any agreement that Consultant has with another party including, without limitation, any agreement to keep in confidence proprietary information acquired by Consultant in confidence or trust prior to the execution of this Agreement; (b) Consultant is not and will not be bound by any agreement, nor has assumed or will assume any obligation, which would in any way be inconsistent with the Services to be performed by Consultant under this Agreement; (c) in performing the Services, Consultant will not use any confidential or proprietary information of another party, or infringe the Rights of another party, nor will Consultant disclose to GEE, or bring onto GEE's premises, or induce GEE to use any confidential or proprietary information of any person or entity other than GEE or Consultant; and (d) all of Consultant's employees and contractors, as applicable, performing any of the Services (but which contractors Consultant may only engage with GEE's prior written consent) have executed and will execute written non-disclosure, assignment of rights and other appropriate agreements sufficient to protect the confidentiality of the Proprietary Information, and sufficient to allow Consultant to grant the assignments and licenses to GEE as provided herein. Consultant is liable for any breach by such employees and contractors of the foregoing confidentiality agreements and obligations. Consultant maintains (and will maintain during the Term) all types of insurance (including errors and omissions coverage) sufficient for the Services hereunder and in an amount customary for the industries in which Consultant operates.

8. ***Indemnity.*** Consultant will defend, indemnify and hold GEE and its affiliates (and their respective employees, directors and representatives) harmless against any and all loss, liability, damage, claims, demands or suits and related costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising or resulting, directly or indirectly, from (i) any act or omission of Consultant (its employees or independent contractors) or

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Consultant's (its employees' or independent contractors') breach of any representation, warranty or covenant of this Agreement, or (ii) infringement of any third-party intellectual property rights by the Results, GEE's use of the Results or Consultant's performance of the Services. Consultant understands that its use of third parties to perform Services must be authorized in writing by GEE in advance, and Consultant shall be responsible for all Services performed by such third parties.

9. ***Restrictive Covenants.*** In order to preserve the confidentiality of the information referred to in Section 4.a hereof and to protect GEE's proprietary interest in its trade secrets and other Proprietary Information as well as its business and customer goodwill,

and in consideration of GEE entering into this Agreement and other good and valuable consideration, Consultant agrees that: (a) during the Term, Consultant will not solicit, induce or attempt to induce, on Consultant's own behalf or on behalf of any other person or organization, any of GEE's clients or vendors whom Consultant solicited or with whom Consultant dealt or became acquainted while Consultant was engaged with GEE hereunder for the purpose of either (i) inducing said client or vendor to terminate, diminish, or materially alter in a manner harmful to GEE its relationship with GEE, or (ii) providing, or offering to provide, Conflicting Services (as defined below) to said client; (b) during the Term and for six (6) months thereafter (irrespective of the reason for termination of this Agreement), Consultant will not solicit for employment, hire or attempt to hire, on Consultant's own behalf or on behalf of any other person or organization, any of GEE's employees or consultants; and (c) during the Term, Consultant will not, on Consultant's own behalf or on behalf of any other person or organization, solicit, perform, or provide, or attempt to perform or provide Conflicting Services, nor will Consultant assist another person or organization to solicit, perform or provide or attempt to perform or provide, Conflicting Services. For purposes of this Section, "**Conflicting Services**" means services of any entity other than GEE and its affiliates and subsidiaries that are the same or substantially similar to those services of GEE or its affiliates and subsidiaries (x) which were provided by Consultant (directly or indirectly) during the Term, or (y) about which Consultant acquired Proprietary Information during Consultant's relationship with GEE. This Section 9 is in addition to, and not in lieu of, any other similar restrictive covenants to which Consultant may be bound with GEE.

10. No Disparagement. During the Term and thereafter, Consultant agrees that Consultant will not disparage GEE's, or its subsidiaries' or affiliates', relationships with past, current, or prospective employees, employers, stockholders, affiliates, subsidiaries, acquirers, successors in interest, joint venturers, customers, service providers, or vendors, *provided, however*, that no action taken by Consultant in exercise of its legal or equitable rights to preserve its assets or to maintain its business competitiveness, including but not limited to the protection of its intellectual property, trade secrets, and confidential information, will be construed as a breach of this provision by the Consultant. For purposes of this Section 10, the term "**prospective**" shall refer to pending efforts by GEE to solicit, or negotiate the terms of, a business, employment, or sales relationship to which the Consultant knows or reasonably should know is occurring.

11. Miscellaneous.

a . Governing Law. Consultant agrees that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Illinois without regard to the conflict of laws provisions thereof. The sole jurisdiction and venue for

actions related to the subject matter of the Agreement shall be the state and federal courts having within their jurisdiction the location of GEE's principal place of business, and both parties hereby consent to such jurisdiction and venue.

b . Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or excluded from this Agreement to the minimum extent required, and the balance of the Agreement shall be interpreted as if such provision was so limited or excluded and shall be enforceable in accordance with its terms.

c . Assignment. This Agreement (together with all attached exhibits) shall be binding upon Consultant, and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and personal representatives; *provided, however*, that Consultant shall not assign any of its rights or delegate any of its duties hereunder without GEE's prior written consent and any attempted assignment or delegation will be void.

d . Entire Agreement/Modifications. This Agreement (together with all executed Work Statements and attached exhibits) contains the entire understanding of the parties regarding its subject matter. This Agreement may only be modified by a subsequent written agreement executed by authorized representatives of both parties.

e . Notices. All notices required or given under this Agreement shall be addressed to the parties at the addresses shown in any "Notices" section of each Work Statement (or such other address as may be provided by written notice in accordance with this Section 11.e) and shall be deemed given upon receipt (or, if not received sooner, three (3) days after deposit in the U.S. mails) when delivered by registered mail, postage pre-paid, return receipt requested, by facsimile (with a confirmation copy sent by registered mail) or by commercial overnight delivery service with tracking capabilities.

f . Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and necessary disbursements, in addition to any other relief to which the party may be entitled.

g . Remedies. Consultant recognizes that Consultant could face possible criminal and civil actions, resulting in substantial monetary liability if Consultant misappropriates GEE's trade secrets. In addition, Consultant recognizes that a violation of this Agreement could cause GEE irreparable harm, the amount of which may be extremely difficult to estimate, thus, making any remedy at law inadequate. Therefore, Consultant agrees that GEE shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief GEE deems appropriate without being required to post any bond or other security. This right shall be in addition to any other remedy available to GEE in law or equity.

h . Survival. The provisions of this Agreement that may be reasonably interpreted as surviving its termination, including the applicable provisions of Sections 3-11 hereof, shall continue in effect after termination of this Agreement. GEE is entitled to communicate Consultant's obligations under this Agreement to any future client or potential client of Consultant.

i. Execution. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographed copies of such signed counterparts may be used in lieu of the originals for any purpose.

j. Advice of Counsel. Each of the parties to this Agreement expressly acknowledges that it participated in the drafting of this Agreement. This Agreement is the product of arms'-length negotiations. The parties have read this Agreement completely, have had the advice and assistance of competent counsel and have not been influenced to any extent whatsoever by any representations or statements by any party or its agents other than those contained in this Agreement. Accordingly, the language contained within and comprising this Agreement shall not be construed in favor of or against any one party on the grounds that the party drafted the Agreement.

(Remainder of Page Intentionally Blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT

Signature: /s/ Aditya Chatterjee

Printed Name: Aditya Chatterjee

GLOBAL EAGLE ENTERTAINMENT INC.

Signature: /s/ Zant Chapelo

Name: Zant Chapelo

Title: SVP, Human Resources

EXHIBIT A

WORK STATEMENT

1. General

This Work Statement defines work to be done for Global Eagle Entertainment Inc. ("**GEE**") by Aditya Chatterjee ("**Consultant**") under that certain Consulting Services Agreement to which this Exhibit is attached ("**Agreement**").

2. Description of Project/Services

Consultant responsibilities include strategic and management advisory services related to network capacity, next-generation antenna programs, partnerships and regulatory matters.

3. Term

6 months commencing on the Effective Date (as defined in the Agreement).

4. Manager

Chief Executive Officer

5. Fees

\$25,739/month
