

**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): **July 9, 2014**

**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, 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)

*John LaValle*

On July 9, 2014, John LaValle departed from his position as Chief Executive Officer of Global Eagle Entertainment Inc. (the “Company”), and the Company entered into a Separation Agreement and General Release with Mr. LaValle (the “Separation Agreement”). Also on July 9, 2014, the board of directors (the “Board”) of the Company accepted the resignation of John LaValle from the Board. The resignation of Mr. LaValle is not due to any disagreement with the Company and was effective as of July 9, 2014.

Pursuant to the Separation Agreement, Mr. LaValle will be entitled to receive his base salary over the 12 month period following the effective date of the Separation Agreement and reimbursement of 12 months of health insurance related premiums paid by Mr. LaValle under COBRA. In addition, the Separation Agreement provides that, notwithstanding the terms of the option grant agreements between Mr. LaValle and the Company, 375,000 of Mr. LaValle’s options under such agreements as of July 1, 2014 shall be immediately vested as of the effective date of the Separation Agreement (as defined in the Separation Agreement). Additionally, if there is a change of control (as defined under the Company’s 2013 Equity Incentive Plan, as amended (the “Plan”)) prior to June 30, 2015, Mr. LaValle shall be vested in the remaining 375,000 unvested options under his current option agreements with the Company. Mr. LaValle will have until June 30, 2015 to exercise any vested options. In consideration for the foregoing, the Separation Agreement contains a general release of claims by Mr. LaValle against the Company. The Separation Agreement also contains certain non-competition and non-solicitation obligations. The Separation Agreement also required Mr. LaValle to enter into a consulting agreement with the Company, as described below. The foregoing description of the Separation Agreement is qualified in its entirety by reference to the text of the Separation Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

On July 9, 2014, the Company also entered into a Consulting Agreement with Mr. LaValle (the “Consulting Agreement”). The Consulting Agreement provides that Mr. LaValle will serve as a consultant to the Company for four months following the effective date of the Separation Agreement and will be paid a total consulting fee of \$150,000 to be paid in four monthly installments of \$37,500 during the consulting period. The Company will pay the consulting fee to Mr. LaValle regardless of how much work the Company requests Mr. LaValle to perform. The Consulting Agreement also contains certain non-competition and non-solicitation obligations. The foregoing description of the Consulting Agreement is qualified in its entirety by reference to the text of the Consulting Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

*David M. Davis*

As discussed in Item 5.02(c) of this Current Report on Form 8-K, David M. Davis, the Company’s Chief Operating Officer, Chief Financial Officer and Treasurer, has been appointed to the position of Chief Executive Officer to fill the vacancy created by Mr. LaValle’s departure. Mr. Davis will no longer hold the offices of Chief Operating Officer, Chief Financial Officer and Treasurer effective August 15, 2014.

(c)

*David M. Davis*

On July 9, 2014, the Board appointed David M. Davis to the position of Chief Executive Officer. Mr. Davis, age 47, has been the Company’s Chief Financial Officer and Treasurer since January 31, 2013 and has been the Company’s Chief Operating Officer since January 16, 2014. There was no arrangement or understanding pursuant to which Mr. Davis was selected as an officer of the Company. There are no family relationships between Mr. Davis and any director or executive officer of the Company, or any person chosen by the Company to become a director or executive officer. There are no related party transactions of the kind described in Item 404(a) of Regulation S-K in which Mr. Davis was a participant.

Prior to serving as Chief Financial Officer and Treasurer of the Company, Mr. Davis was the Chief Financial Officer and a director of Row 44, Inc. ("Row 44"), which became the Company's wholly-owned subsidiary on January 31, 2013. Mr. Davis was a director of Row 44 since December 2011 and Chief Financial Officer of Row 44 since November 2012. In 2010, Mr. Davis co-founded Bearpath Capital, LLC, a private equity investment and advisory firm. From December 2008 to September 2010, he was a senior managing director at Perseus, LLC, a private equity investment firm. From February 2009 to March 2010, Mr. Davis also served as Chairman of the Board and Chief Executive Officer of Workflow Management, Inc., one of the largest printing and promotional products companies in the United States. From July 2010 to December 2011, Mr. Davis served as Chief Executive Officer and director of Established Brands, a footwear and apparel company. From August 2005 to December 2008, and previously from 1994 to 1999, Mr. Davis spent a total of nearly nine years at Northwest Airlines, eventually being appointed Executive Vice President and Chief Financial Officer. After playing a leading role in Northwest's successful merger with Delta Air Lines in 2008, Mr. Davis left the merged company. From 2002 to 2004, Mr. Davis served as a senior financial executive, including Chief Financial Officer, of US Airways. Earlier in his career, Mr. Davis worked for Rosemount Aerospace (later acquired by BF Goodrich), a manufacturer of instrumentation for aircraft and spacecraft, as a marketing engineer, and for Rockwell International as a flight-planning engineer. Mr. Davis was a member of the board of directors of Lumexis Corporation, a leading provider of in-flight entertainment systems to airlines. Previously, Mr. Davis served on the board of ARINC, Inc. a provider of communications services to the aerospace industry, and MCH Holdings, a regional airline holding company. Mr. Davis holds a Bachelor of Aerospace Engineering and Mechanics and a Master of Business Administration, both from the University of Minnesota.

In connection with Mr. Davis's appointment to Chief Executive Officer, the Company and Mr. Davis entered into an Executive Employment Agreement, dated as of July 9, 2014 (the "Agreement"), which replaces in its entirety the Executive Employment Agreement, dated as of January 31, 2013 and amended January 17, 2014 and May 8, 2014 (the "Original Agreement"), previously entered into by and between the Company and Mr. Davis. The Agreement provides that Mr. Davis will receive a base salary of \$500,000 per year. Mr. Davis will be eligible for an annual performance bonus targeted at 75% of his annual base salary and not exceeding 150% of his annual base salary, subject to achieving certain performance criteria. Mr. Davis will also be entitled to receive standard employee benefits made available by the Company to its employees.

Mr. Davis's term of employment will continue until he resigns from the Company or his employment with the Company is terminated. In the event that (i) the Company terminates Mr. Davis's employment without "cause" (as defined in the Agreement); (ii) within 21 days of his termination, Mr. Davis executes a general release in favor of the Company, its subsidiaries and their affiliates; (iii) such release becomes effective and is not revoked; and (iv) Mr. Davis has otherwise complied with the terms of the Agreement, Mr. Davis will be entitled to receive the continuation of health and welfare benefits for a period equal to one year after the date of termination plus a lump sum cash payment equal to 175% of Mr. Davis's then-current base salary. Moreover, in the event that (i) there is a "change of control" (as defined in the Plan) during the term of the Agreement and, within one year of such change of control, Mr. Davis elects to terminate the Agreement for "good reason" (as defined in the Agreement) or the Company elects to terminate the Agreement for any reason other than for cause; (ii) within 21 days of his termination, Mr. Davis executes a general release and non-competition agreement in favor of the Company, its subsidiaries and their affiliates; and (iii) Mr. Davis has otherwise complied with the terms of the Agreement, Mr. Davis shall be entitled to receive (a) the continuation of health and welfare benefits for a period equal to one year after the date of termination, (b) a lump sum cash payment equal to 350% of Mr. Davis's then-current base salary, and (c) acceleration of all of Mr. Davis's unvested awards pursuant to any equity incentive plan grant made prior to his last day of employment.

The Agreement also contains certain provisions identical to those contained in the Original Agreement, including: (i) Mr. Davis's current place of employment is Minneapolis, Minnesota, (ii) the date by which Mr. Davis must establish a permanent residence in the metropolitan area where the Company is headquartered, which is currently Los Angeles, California, is August 1, 2015, and (iii) a "best-of-net" provision requiring the Company, in the event that a change in control of the Company occurs and any payment to Mr. Davis would constitute a parachute payment as defined in Section 280G of the Internal Revenue Code (the "Code"), to either (a) reduce the amount of such payment so that such payment would not be subject to the excise tax imposed pursuant to Section 4999 of the Code, or alternatively (b) pay the full amount of such payment to Mr. Davis (with Mr. Davis being personally responsible for payment of any associated excise taxes), whichever produces the better after-tax result for Mr. Davis.

Mr. Davis has also agreed to certain restrictions regarding the Company's proprietary information, in addition to non-competition and non-solicitation obligations.

The foregoing description of the Agreement is qualified in its entirety by reference to the text of the Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

In addition, on July 9, 2014, the Company granted Mr. Davis stock options to purchase 100,000 shares of common stock of the Company, par value \$0.0001 per share ("Common Stock"), at an exercise price of \$11.43 per share. The options were granted under the Plan, and the exercise price represented the per share closing price of the Common Stock on the grant date. The options will vest with respect to 25% of the underlying shares on July 9, 2015 and thereafter ratably over the following three years on a monthly basis until fully vested.

#### *Michael Zemetra*

On July 9, 2014, the Board appointed Michael Zemetra to serve as Acting Chief Financial Officer and Acting Treasurer, effective August 15, 2014. Mr. Zemetra, age 43, has served as the Company's Corporate Controller and Chief Accounting Officer since June 26, 2013. There was no arrangement or understanding pursuant to which Mr. Zemetra was selected as an officer of the Company. There are no family relationships between Mr. Zemetra and any director or executive officer of the Company, or any person chosen by the Company to become a director or executive officer. There are no related party transactions of the kind described in Item 404(a) of Regulation S-K in which Mr. Zemetra was a participant.

Mr. Zemetra holds a Masters degree in accounting and a Bachelor of Arts degree in Business and Economics. From May 2008 through March 2009, Mr. Zemetra served as Vice President and Controller at Demand Media, Inc. ("Demand"), a publicly-traded diversified Internet media and domain services company located in Santa Monica, California. In March 2009, Mr. Zemetra was promoted to Senior Vice President and Controller at Demand, and served in this role until April 2012, when he was promoted to Senior Vice President and Chief Accounting Officer. Mr. Zemetra served as Demand's Senior Vice President and Chief Accounting Officer until June 14, 2013. During his time at Demand, Mr. Zemetra's responsibilities included accounting, financial reporting and preparation of financial statements. Demand is not a parent, subsidiary, or other affiliate of the Company.

The employment of Mr. Zemetra will continue to be governed by the Letter Agreement, dated June 26, 2013, between the Company and Mr. Zemetra (the "Letter Agreement"). The material terms of the Letter Agreement are described in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 2, 2013.

(d) On July 9, 2014, the Board appointed Mr. Davis to the Board as a Class III director, with a term expiring at the Company's 2017 Annual Meeting of Stockholders, to fill the vacancy created by Mr. LaValle's resignation from the Board. There was no arrangement or understanding pursuant to which Mr. Davis was selected as a director of the Company. There are no family relationships between Mr. Davis and any director or executive officer of the Company, or any person chosen by the Company to become a director or executive officer. There are no related party transactions of the kind described in Item 404(a) of Regulation S-K in which Mr. Davis was a participant. Mr. Davis has not been and is not expected to be named to any committees of the Board. Mr. Davis will not receive any additional compensation for his service as a director.

(e)

The information set forth in Items 5.02(b) and 5.02(c) of this Current Report on Form 8-K with respect to the compensatory arrangements between the Company and Messrs. LaValle and Davis is incorporated by reference into this Item 5.02(e).

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	Separation Agreement and General Release, dated July 9, 2014, by and between Global Eagle Entertainment Inc. and John LaValle.
10.2	Consulting Agreement, dated July 9, 2014, by and between Global Eagle Entertainment Inc. and John LaValle.
10.3	Executive Employment Agreement, dated July 9, 2014, by and between Global Eagle Entertainment Inc. and David M. Davis.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, 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/ Michael Pigott

Name: Michael Pigott

Title: VP Legal

Dated: July 15, 2014

[Signature Page to Form 8-K]

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**EXHIBIT INDEX**

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## EXECUTION

## SEPARATION AGREEMENT AND GENERAL RELEASE

SEPARATION AGREEMENT AND GENERAL RELEASE (this “*Agreement*”), dated as of July 9, 2014 by and between John LaValle, for himself and his heirs, successors and assigns (“*Employee*” or “*Executive*”), and Global Eagle Entertainment Inc., a Delaware corporation (the “*Company*”).

## RECITALS

- A. Employee has served as an employee of the Company.
- B. On July 9, 2014 Employee’s employment by the Company ended and Employee has received all wages, salary, commissions and other benefits owed to him by the Company through that date.
- C. The parties desire the full, amicable and final resolution of any and all claims that either party may have or claim to have against the other, on the conditions set forth herein

## AGREEMENT

NOW, THEREFORE, each of the parties hereto, intending to be legally bound, agrees as follows:

1 . No Admission of Liability. The parties agree that this Agreement, and performance of the acts required by it, does not constitute an admission of liability, culpability, negligence, or wrongdoing on the part of anyone, and will not be construed for any purpose as an admission of liability, culpability, negligence, or wrongdoing by any party. The parties specifically acknowledge and agree that each party denies any liability for any matter released hereunder.

2 . Termination of Benefits. Following the Effective Date, the Company will provide the following termination benefits (collectively, “*Termination Benefits*”) to Employee:

a) Employee shall be paid his salary over twelve (12) months following the effective date of this Agreement (as described below). Such severance amounts described above shall be paid to Employee in regular installments for twelve (12) months through the Company’s normal payroll process and on the Company’s normal payroll dates commencing within 30 days following the Effective Date; provided, however, that if such 30-day period begins in a first taxable year and ends in a second taxable year, such severance amounts shall commence no earlier than the first payroll date of the second taxable year.

b) Employee shall be entitled to the reimbursement of twelve (12) months of health insurance related premiums paid by Employee under COBRA, such amounts to be payable monthly by the Company and based on the current coverage selected by Employee upon satisfactory proof that Employee has purchased said COBRA coverage.

c) Pursuant to a consulting agreement to be entered into concurrently with this Agreement (the “*Consulting Agreement*”), Employee shall serve as a consultant to the Company for four months following the Effective Date (defined below), and will be paid a total consulting fee of not less than \$150,000 to be paid in four monthly installments of \$37,500 during the consulting period. The Company will pay the consulting fee to Employee regardless of how much work the Company requests Employee to perform.

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d) Notwithstanding the terms of Employee's option grant agreements, 375,000 of Employee's options under such agreements as of July 1, 2014 shall be immediately vested as of the Effective Date. In addition, Employee shall have until June 30, 2015 to exercise any such vested options. Employee acknowledges that certain of his Incentive Stock Options may be disqualified and treated as Nonqualified Stock Options. If there is a Change of Control, as defined under the Global Eagle Entertainment Inc. 2013 Equity Incentive Plan (as amended), prior to June 30, 2015, Employee shall be vested in the remaining 375,000 of unvested options under his current option agreements. The exercise period of any unvested options vested as a result of such Change of Control shall also expire on June 30, 2015.

3 . Non-competition. In order to preserve and protect the goodwill and value of the Restricted Business (as defined below), Executive hereby agree as follows:

a) During the period beginning on the execution of this Agreement, and ending on the first (1st) anniversary of such termination (in each case, the "**Non-Competition Period**"), Executive will not, either directly or indirectly, participate in any Restricted Business. For purposes of this Agreement, (A) the term "**Participate**" means to have any direct or indirect interest, whether as an officer, director, employee, partner, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, owner or otherwise provided that the term "Participate" shall not include ownership of less than two percent (2%) of a class of stock of a publicly-held corporation which is traded on a national securities exchange or in the over-the-counter market, so long as the Company or such Executive does not have any active participation in the business or management of such entity; and (B) the term "**Restricted Business**" means any enterprise, business or venture anywhere within the United States of America and/or any other geographic areas in which the Company transacted business within the twelve (12) month period prior to the termination of Executive's employment, which is active in the provisioning of inflight entertainment content and/or connectivity solutions and services.

b) During the Non-Competition Period Executive will not, either acting jointly or individually, (A) induce or attempt to induce any employee of the Company or any of its affiliates to leave such entity's employ or in any way interfere with the relationship between the Company or its affiliates or successors and any of their employees, or (B) induce or attempt to induce any supplier, licensee, licensor, franchisee, customer or other business relation of the Business ("**Customer or Business Relation**") to cease doing business with the Company or any of its affiliates or in any way interfere with the relationship between any member of the Company or any such Customer or Business Relation.

c) The Company would suffer irreparable harm from a breach of any of the covenants or agreements contained in this Section 3(c). In the event of an alleged or threatened breach by Executive of any of the provisions of this Section 3(c), 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 Non-Competition Period described above will be tolled with respect to Executive until such alleged breach or violation is resolved. The Executive agrees that the restrictions in this Section 3(c) are reasonable protections under the circumstances of the payment of the severance amounts set forth herein. If, at the time of enforcement of any of the provisions of this Section 3(c), a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, the Executive agrees that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area.

4. Resignation from Board Employee agrees to resign from the Company's Board of Directors on July 9, 2014.

5. Release of Claims. In consideration for the promises set forth above, including, without limitation, the Termination Benefits, Employee, for himself and his heirs, successors and assigns, does hereby waive, release, acquit and forever discharge the Company and each of its current, former, and future parent corporations, subsidiaries, affiliates, employee benefit plans, and related entities or corporations, and their past and present officers, directors, stockholders, employees, creditors, fiduciaries, agents, employees, partners, attorneys, representatives, promoters, heirs, predecessors, successors, and assigns (each a "**Released Party**"), from any and all claims, actions, charges, complaints, grievances and causes of action (hereinafter collectively referred to as "**Claims**"), of whatever nature, whether known or unknown, which exist or may exist on Employee's behalf against each Released Party as of the date of this Agreement, including but not limited to any and all Claims arising out of or relating to the offer of employment to Employee, Employee's employment with the Company, or the termination of that employment. Employee understands and agree that he is waiving any and all rights he may have had, now has, or in the future may have, to pursue any and all remedies available to him under any employment-related cause of action, including, without limitation, any and all claims under his Executive Employment Agreement (as amended), tort claims, contract claims, fiduciary duty claims, wage claims, bonus claims, commission claims, wrongful termination claims, public policy claims, retaliation claims, statutory claims, California Labor Code claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering employment, conditions of employment (including wage and hour laws) and/or discrimination in employment, including but not limited to, all as amended, the United States Constitution, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (the "**ADEA**"), the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the California Family Rights Act, and the California Fair Employment and Housing Act, including race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, family care leave, marital status, sex, sexual orientation, age and any harassment or retaliation. Notwithstanding the foregoing, Employee is not hereby releasing the Company from any of the following claims (collectively, the "**Excluded Claims**"): (a) any rights or claims for indemnification Employee may have pursuant to any written indemnification agreement with the Company to which Employee is a party, the charter or bylaws of the Company, or under applicable law; (b) any rights which cannot be waived as a matter of law; or (c) any claims arising from the breach of this Agreement by the Company. In addition, nothing in this Agreement prevents Employee from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or the California Department of Fair Employment and Housing, except that Employee hereby waives any right to any monetary benefits in connection with any such claim, charge or proceeding. Employee hereby represents and warrants that, other than the Excluded Claims, Employee is not aware of any claims Employee has or might have against the Company or its directors, officers, employees, stockholders, partners, agents, attorneys, predecessors, successors, parent or subsidiary entities, insurers, affiliates or assigns.

6. Waiver of Unknown Claims. It is further understood and agreed that, as a condition of this Agreement, Employee hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code Section 1542, 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.”**

Employee expressly agrees and understands that the release given by him pursuant to this Agreement applies to all unknown, unsuspected, and unanticipated claims, liabilities, and causes of action which he may have against the Company or any other Released Party, as applicable.

7. Acknowledgement of Waiver of Claims Under ADEA. Employee acknowledges that he is waiving and releasing any rights he may have under the ADEA and that this Agreement is knowing and voluntary. Employee acknowledges that the consideration given for this Agreement and the general release set forth herein is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that he has been advised by this writing that:

- a) Employee should consult with an attorney prior to executing this Agreement; and
- b) Nothing in this Agreement precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

8. Ownership of Claims. Employee represents and warrants that he is the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. Employee further represents and warrants that there has been no assignment or other transfer of any interest in any such matters, claims or demands which Employee may have against the Company.

9. Return of Company Property. Employee agrees that, prior to and as a condition of receiving the benefits set forth in this Agreement, Employee will return all Company property in his possession, custody, or control, although Employee may keep the computer and associated equipment provided to him by the Company. Further, Employee will provide the Company all passwords and passcodes with respect to any Company material stored on any Company property that was in Employee's possession or control during Employee's employment with the Company, including access to any online storage repositories utilized in the course of employment, and copies of any Company material stored on any non-Company electronic and/or online storage repositories under the control of Employee, all in the form utilized by Employee during his employment.

10. Proprietary Information. Employee acknowledges that, due to the position he has occupied and the responsibilities he had at the Company, he has received confidential information concerning Company's procedures, customers, sales, prices, contracts, and the like. Employee acknowledges and agrees that he has been bound by, is currently bound by, and will continue to be bound by, the terms of the Employee Statement and Agreements: Confidentiality, Proprietary Information and Invention Agreement attached hereto as Exhibit A (the "**Employee Confidentiality Agreement**").

11. Non-Disparagement. Employee and the Company agree that they will not in any way, either directly or indirectly, disparage each other or any other Released Party (or any of their respective employees, officers, directors, or agents), including, without limitation, by conduct or communication; provided, that they may respond accurately and fully to any question, inquiry or request for information when required by legal process. In addition, during the period in which Company is making payments to Employee pursuant to the Termination Benefits, Employee shall not divert or attempt to divert from Company (or any affiliate of it that might be formed) any business of any kind in which Company is engaged including, without limitation, the solicitation of or interference with any of its customers, clients or vendors.

12. Confidentiality. Employee understands and agrees that this Agreement, and the matters discussed in connection with the negotiation of the terms of this Agreement, are entirely confidential. It is therefore expressly understood and agreed by Employee that he will not reveal, discuss, publish or in any way communicate any of the terms, amount or fact of this Agreement to any person, organization or other entity, except to his immediate family members and professional representatives, all of whom shall be informed of and agree to be bound by this confidentiality clause (unless already bound by an equivalent obligation of confidentiality) before any such disclosure.

13. Termination of Prior Contracts. Except for the Consulting Agreement and agreements related to confidentiality, including, without limitation, the Employee Confidentiality Agreement, this Agreement supersedes and replaces all other previous agreements between Employee and the Company (collectively, "**Prior Agreements**"), whether express or implied, oral or written. All Prior Agreements are terminated, and no party to them has any continuing rights or obligations under any such agreement.

14. Voluntary Execution. Employee hereby acknowledges that he has read and understands this Agreement and that he signs this Agreement voluntarily and without coercion. Employee further acknowledges that he has been advised by the Company to obtain independent legal advice regarding the matters contained in this Agreement. Employee further acknowledges that the waivers he has made in this Agreement are knowing, conscious and voluntary and are made with full appreciation that he is forever foreclosed from pursuing any of the rights waived.

15. Severability. Employee agrees that if any provision of the release given by him under this Agreement is found to be unenforceable or illegal, such finding will not affect the enforceability of the remaining provisions and that the courts may enforce all such remaining provisions to the extent permitted by law.

16. Successors and Assigns. It is expressly understood and agreed by Employee that this Agreement and all of its terms shall be binding upon the parties' respective representatives, heirs, executors, administrators, successors and assigns, and inures to the benefit of each of the Company's current, former, and future corporate parents, subsidiaries, related entities, affiliates, employee benefit plans, and related entities or corporations and their past and present officers, directors, stockholders, creditors, fiduciaries, agents, employees, partners, attorneys, representatives, promoters, heirs, predecessors, successors, and assigns.

17. Integration. This Agreement (including the Recitals hereto) constitutes a single, integrated, written contract, expressing the entire agreement between the parties. In this regard, Employee represents and warrants that he is not relying on any promises or representations which do not appear written herein. Employee acknowledges and agrees that he enters into this Agreement based upon his own judgment and not in reliance upon any representations or promises made the Company or anyone acting on behalf of the Company, other than those contained within this Agreement. The parties further agree that if any of the facts or matters upon which they now rely in making this Agreement hereafter prove to be otherwise, this Agreement will nonetheless remain in full force and effect. Employee and Company further understand and agree that the Agreement can be amended or modified only by a written agreement, signed by all of the parties hereto.

18. Cooperation in Litigation. Employee agrees that he will be reasonably available and provide the Company with reasonable assistance and cooperation with respect to the prosecution or defense of any pending or future lawsuits, arbitrations, and other proceedings or claims involving the Company (collectively, "**Company Litigation**"). Employee also agrees to make himself available to the Company on reasonable notice and without the need for issuance of any subpoena or similar process to testify in any Company Litigation. Employee will not provide any information related to any Company Litigation or potential Company Litigation to any non-Company representative without the prior written consent of the Company, unless he is required to do so by appropriate legal procedures. If the sworn testimony of Employee is required by legal process in any Company Litigation, Employee shall confine his testimony to items about which he has knowledge, rather than speculation or opinion testimony, unless otherwise directed by appropriate legal process. The parties hereto agree that the provisions of this paragraph are not applicable to any proceeding involving any alleged breach of this Agreement.

19. Section 409A. This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code, as amended (the “**Code**”) and shall be interpreted and construed consistently with such intent. The payments to Employee pursuant to this Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury Regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury Regulation §1.409A-1(b)(4), and for this purpose each payment shall constitute a “separately identified” amount within the meaning of Treasury Regulation §1.409A-2(b)(2). If Employee is a “specified employee” as defined in Section 409A of the Code, any portion of the amounts payable under this Agreement as a result of Employee’s termination of employment that are not eligible for any of the exceptions to the application of Section 409A of the Code (such as the severance pay exception or the short-term deferral exception), shall not be paid to Employee until the earlier of (i) the expiration of the six (6)-month period measured from the date of Employee’s “separation from service” or (ii) Employee’s death. To the extent that any reimbursements payable to Employee pursuant to this Agreement are subject to Section 409A of the Code, any reimbursements otherwise payable to Employee shall be paid no later than December 31st of the calendar year following the year in which related expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Employee’s right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit. Notwithstanding anything in this Agreement to the contrary, in the event that any amounts payable (or benefits provided) under this Agreement are subject to the provisions of Section 409A of the Code, to the extent determined necessary, the parties agree to amend this Agreement in the least restrictive manner necessary to avoid imposition of any additional tax or income recognition on Employee under Section 409A of the Code, the final Treasury Regulations and other Internal Revenue Service guidance thereunder (“**409A Penalties**”); provided, that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. In addition, to the extent necessary to comply with Section 409A of the Code, references to termination of employment (and similar phrases) in this Agreement shall be interpreted in a manner that is consistent with the term “separation from service” under Section 409A(a)(2)(A)(i) of the Code and final Treasury Regulations and other Internal Revenue Service guidance thereunder.

20. Effective Date. Employee acknowledges that he has been given twenty-one (21) days to consider this Agreement. If Employee elects to sign this Agreement before that time period expires, Employee will do so knowingly and voluntarily. Employee understands that he has up to seven (7) days after executing and delivering this Agreement (the “**Seven Day Period**”) to rescind this agreement by notifying Michael Pigott at the Company, by facsimile: (818) 706-9431, of this fact in writing within the Seven Day Period. The “**Effective Date**” of this Agreement will be the day following the Seven Day Period if no revocation has been received during the Seven Day Period.

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement and General Release on the date first written above.

John LaValle

By: /s/ John LaValle

Address:

1171 Westbend Road

Westlake Village, CA 91362

Global Eagle Entertainment Inc.

By: /s/ Jay Itzkowitz

Name: Jay Itzkowitz

Title: SVP + General Counsel, Secretary

Address:

4553 Glencoe Avenue, Suite 300

Marina Del Rey, CA 90292

[Signature Page to Separation Agreement and General Release]

**Exhibit A**

**Employee Confidentiality Agreement**

See attached.

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**CONSULTING AGREEMENT**

CONSULTING AGREEMENT (this “*Agreement*”), dated as of July 9, 2014, by and between John LaValle (“*Consultant*”) and Global Eagle Entertainment Inc., a Delaware corporation (the “*Company*”).

**RECITALS**

- A. Consultant has served as chief executive officer of the Company.
- B. On July 9th, 2014 Consultant’s employment by the Company ended, and Consultant entered into a Separation Agreement with the Company (the “*Separation Agreement*”).
- C. The Company wishes to retain Consultant as an independent contractor to perform services requested by the Company, and Consultant wishes to perform the services requested by Company, with all work to be performed and the parties’ agreement to be governed by the following terms and conditions

**AGREEMENT**

NOW, THEREFORE, each of the parties hereto, intending to be legally bound, agrees as follows:

1. Engagement; Term. The Company hereby engages Consultant and Consultant hereby agrees to serve as consultant of the Company. In such capacity, Consultant shall provide the Company with such advisory and consulting as are requested from time to time by the Company (the “*Services*”). Consultant shall not have any authority to bind or obligate the Company with respect to third parties in any matter whatsoever. The term of effectiveness of this Agreement shall begin on the date hereof and continue until the four-month anniversary hereof (the “*Term*”).
  2. Compensation. In consideration for the Services provided by Consultant hereunder, Consultant shall be paid \$150,000.00 payable without deduction or offset of any kind in four consecutive monthly installments of \$37,500 per month beginning on July 10, 2014 (the “*Compensation*”). The Compensation is full and final payment for the potential or actual services rendered or to be rendered by Consultant to the Company hereunder. Regardless of the actual consulting term requested by the Company, the Compensation shall not be less than \$150,000.00.
  3. Representations And Warranties. Consultant represents and warrants to the Company that (i) Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant’s undertaking this relationship with the Company, (ii) the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party and (iii) Consultant has not entered into and will not enter into any agreement (whether oral or written) in conflict with this Agreement. Consultant hereby indemnifies and agrees to defend and hold harmless the Company from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting therefrom, including court costs and reasonable attorneys’ fees, arising out of or relating to a breach by Consultant of the foregoing representations. The foregoing indemnification shall survive the termination, for any reason, of this Agreement.
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4. Independent Contractor Status. Consultant shall act as an independent contractor performing “work for hire” and not as an agent or employee of the Company. Consultant shall not be entitled to any benefits or compensation from the Company except as set forth in this Agreement or the Separation Agreement and shall in no event be entitled to any fringe benefits payable to employees of the Company. Consultant acknowledges and agrees that it shall be Consultant’s sole obligation to report as self-employment income all compensation received by Consultant from the Company for the Services. Consultant agrees to fully indemnify the Company and hold it harmless from any payment imposed on the Company in connection with any withholding taxes, social security, unemployment or disability insurance or similar items in connection with any payment made to Consultant by the Company for the Services.

5. Confidential Information.

(a) “**Confidential Information**” shall mean: (i) any confidential, non-public, or proprietary information concerning the business, operations or assets of the Company, its affiliates, shareholders, vendors and customers, other than Excluded Information (as defined below), that has been or in the future is disclosed to Consultant (a) in writing, including, without limitation, as graphics or visual material, (b) in electronic form, (c) by providing access (e.g., to a database or computer system), or (d) orally; and (ii) any information which may be developed or created from such information, including, without limitation, all copies, notes, summaries, reports, analyses and other material or data generated by from any such information.

(b) Confidential Information shall not include information that: (i) is or becomes publicly available other than as a result of acts by Consultant in breach of this Agreement; (ii) was rightfully in Consultant’s possession before disclosure by the Company or any of its affiliates; or (iii) was disclosed to Consultant by a third party which Consultant has no reason to believe was bound by a confidentiality obligation. Any such Confidential Information described in this Section 6(b) shall constitute “**Excluded Information**.”

(c) In the event that Consultant or any of his Representatives is requested or required by interrogatories, subpoena or civil investigative demand or similar procedures to disclose any Confidential Information, Consultant shall provide prompt written notice thereof to the Company so that it may seek a protective order or other appropriate remedy or waive compliance with the provisions hereof. In the event any such protective order is not obtained, Consultant shall furnish only that portion of the Confidential Information that it is legally required to furnish.

(d) Consultant shall use the Confidential Information solely for the purpose of providing the Services. Consultant shall keep the Confidential Information confidential, shall not disclose to any person any of the Confidential Information in any manner whatsoever, and use the same care and discretion to avoid disclosure, publication, use or dissemination of the Confidential Information as Consultant uses with his own similar information that Consultant does not wish to disclose, publish, or disseminate, but in no case will Consultant use less than reasonable care and discretion; provided, however, that (i) Consultant may make any disclosure of information contained in the Confidential Information to which the Company gives its prior written consent and (ii) Consultant may make any disclosure permitted by Section 5(c) above. The term “person” as used in this Agreement shall be broadly interpreted to include the media and any corporation, limited liability company, partnership, group, individual or other entity.

(e) Promptly upon the written request of the Company, but in any event promptly upon termination of the Services, Consultant shall return to the Company all Confidential Information. All notes, summaries, reports, analyses and other material or data generated by Consultant from, or containing or reflecting any Confidential Information shall be destroyed, and Consultant shall certify to the Company in writing as to the completeness of such destruction.

(f) In order to preserve and protect the Company's Confidential Information, Consultant hereby agree as follows:

(i) During the Term, Executive will not, either directly or indirectly, participate in any Restricted Business. For purposes of this Agreement, (A) the term "**Participate**" means to have any direct or indirect interest, whether as an officer, director, employee, partner, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, owner or otherwise provided that the term "Participate" shall not include ownership of less than two percent (2%) of a class of stock of a publicly-held corporation which is traded on a national securities exchange or in the over-the-counter market, so long as the Company or such Consultant does not have any active participation in the business or management of such entity; and (B) the term "**Restricted Business**" means any enterprise, business or venture anywhere within the United States of America and/or any other geographic areas in which the Company transacted business within the twelve (12) month period prior to the termination of the Term, which is active in the provisioning of inflight entertainment content and/or connectivity solutions and services.

(ii) During the Term and thereafter until the first (1st) anniversary of the termination of the Term, Consultant will not, either acting jointly or individually, induce or attempt to induce any employee of the Company or any of its affiliates to leave such entity's employ or in any way interfere with the relationship between the Company or its affiliates or successors and any of their employees.

(iii) During the Term, Consultant will not, either acting jointly or individually, induce or attempt to induce any supplier, licensee, licensor, franchisee, customer or other business relation of the Business ("**Customer or Business Relation**") to cease doing business with the Company or any of its affiliates or in any way interfere with the relationship between any member of the Company or any such Customer or Business Relation. Following the Term, Consultant will not, either acting jointly or individually, use any Confidential Information to induce or attempt to induce any Customer or Business Relation to cease doing business with the Company or any of its affiliates or in any way interfere with the relationship between any member of the Company or any such Customer or Business Relation.

(iv) The Company would suffer irreparable harm from a breach of any of the covenants or agreements contained in this Section 5(f). In the event of an alleged or threatened breach by Consultant of any of the provisions of this Section 5(f), 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 time periods described above will be tolled with respect to Consultant until such alleged breach or violation is resolved. The Consultant agrees that the restrictions in this Section 5(f) are reasonable protections under the circumstances of the payment of the severance amounts set forth herein. If, at the time of enforcement of any of the provisions of this Section 5(f), a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, the Consultant agrees that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area.

6. General.

(a) This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the engagement of the Consultant and replaces any previous agreement and/or communications between the parties, whether written or oral, and may be amended only by a written instrument executed by both parties; provided, however, that nothing herein shall replace, supersede or derogate from any of the provisions of the Separation agreement, which remain in full force and effect.

(b) No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach.

(c) Consultant shall not assign or delegate his rights or duties to a third party.

(d) All notices and requests required or authorized hereunder shall be given in writing by personal delivery to the party to whom notice is to be given, or sent by registered mail or recognized overnight courier and its address set forth below the party's signature below or by facsimile (if electronically confirmed).

(e) If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction, (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, and (iii) the parties shall endeavor, in good faith negotiations, to replace the invalid or unenforceable provisions with valid and enforceable provisions, the economic effect of which come as close as possible to that of the invalid or unenforceable provisions.

(f) This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, permitted assigns, heirs, executors, administrators and legal representatives. This Agreement does not create any rights, claims or benefits inuring to any person or entity that is not a party hereto nor create or establish any third party beneficiary hereto, except for the Company's affiliates with respect to Section 5.

(g) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(h) The parties hereto have participated jointly in the negotiation and drafting of the Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7. Governing Law; Arbitration.

(a) This Agreement shall be governed by the laws of the State of California applicable to contracts entered into in, and to be performed wholly within, the State of California.

(b) Any dispute, controversy or claim arising out of or connected with this Agreement, its interpretation or the breach thereof, including the arbitrability of such dispute, controversy or claim, shall be settled by final and binding arbitration in front of a single arbitrator venued in the County of Los Angeles, California, in accordance with the rules governing the resolution of employment disputes of the American Arbitration Association, and judgment upon the award entered by the arbitrator may be entered in any court having jurisdiction thereof; provided, however, that nothing herein shall be construed to prohibit the Company or Consultant from seeking in any court of competent jurisdiction any injunctive relief to which it is entitled hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement on the date first written above.

John LaValle

By: /s/ John LaValle

Address:

1171 Westbend Road

Westlake Village, CA 91362

Global Eagle Entertainment Inc.

By: /s/ Jay Itzkowitz

Name: Jay Itzkowitz

Title: SVP General Counsel, Secretary

Address:

4553 Glencoe Avenue, Suite 300

Marina Del Rey, CA 90292

[Signature Page to Consulting Agreement]

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## EXECUTION

**EXECUTIVE EMPLOYMENT AGREEMENT**

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement") is made as of July 9, 2014 (the "Effective Date"), by and between Global Eagle Entertainment Inc., a Delaware corporation (the "Company"), and David M. Davis (the "Executive"). The Company and the Executive are sometimes hereinafter referred to individually as a "Party" and together as "Parties."

**WHEREAS**, the Executive previously entered into an Executive Employment Agreement with the Company, dated January 31, 2013, as amended (the "Original Employment Agreement");

**WHEREAS**, the Company and Executive now wish to replace the Original Employment Agreement with this new Agreement as of the Effective Date;

**WHEREAS**, Executive has substantial business knowledge and expertise and the Company desires to retain the knowledge, expertise and experience of the Executive to assist in the operations and management of the Company;

**WHEREAS**, the Executive acknowledges that the Company expends substantial resources establishing long term relationships with its customers, clients and suppliers and the Executive will from time to time during the course of his employment be exposed to such customers, clients and suppliers and prospective customers, clients and suppliers; and

**WHEREAS**, all of the foregoing recitals are incorporated into the covenants of this Agreement as if set forth herein at length.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Employment. The Company will employ the Executive, and the Executive hereby accepts employment with the Company, upon the terms and conditions set forth in this Agreement, on an "at will" basis, which means that either the Company or Executive may terminate the Executive's employment with the Company at any time and for any or no reason. The period commencing with the Effective Date and ending on the effective date of any termination of employment hereunder is referred to herein as the "Employment Period."

2. Position and Duties.

(a) During the Employment Period, the Executive will serve as the Chief Executive Officer of the Company and will have the normal duties, responsibilities and authority of this office, all subject to the power of the Board (as defined in Section 9 below) to expand such duties, responsibilities and authority, including without limitation appointing the Executive as an officer of one or more Subsidiaries.

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(b) During the Employment Period, the Executive will report to the Board of Directors and devote his best efforts and his full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company and its Subsidiaries, and to the performance of such duties as may be assigned to him from time to time by the Company. The Executive will act in the best interest of the Company and its Subsidiaries and, except as may be specifically permitted by the Board, will not engage in any other business activity. The Executive will perform his duties, responsibilities and functions on behalf of the Company and its Subsidiaries hereunder to the best of his abilities in a diligent, trustworthy, businesslike and efficient manner.

(c) Effective as of January 17, 2014, the Executive's home office of employment has been Minneapolis, Minnesota and the Executive shall establish a permanent residence in the metropolitan area where the Company is headquartered, which is currently Los Angeles, California, by August 1, 2015.

(d) The Executive acknowledges and agrees that Section 2(a) of this Agreement does not constitute a contractual restriction on the Board's ability to alter the duties and responsibilities of Executive so long as such altered duties are generally consistent with the duties of a Chief Executive Officer.

### 3. Compensation.

(a) During the Employment Period, the Executive's base salary will be \$500,000.00 per annum (as adjusted from time to time, the "Base Salary"). The Executive's Base Salary will be paid by the Company in regular installments in accordance with the Company's general payroll practices and will be reviewed in January 2015 and each calendar year thereafter and may be adjusted upward in the sole discretion of the Board.

(b) In addition to the Base Salary, during the Employment Period, the Executive shall be entitled, upon achieving individual and Company performance goals to be determined by the Board in its sole discretion, to an annual bonus in an amount determined by the Board in its sole discretion. Executive's target bonus for each year shall equal 75% of Executive's Base Salary, but the bonus may be, in the discretion of the Board, increased to up to 150%. The Board and Executive shall mutually determine the performance criteria for the foregoing bonus for each fiscal year within the first 30 days of such year; provided, that, the Board and Executive shall meet and confer on mutually agreeable performance criteria for the period from the Effective Date through December 31, 2014 within thirty (30) days of the Effective Date. Such bonus, if any, shall be paid to the Executive by March 15th of the year following the year in which the bonus was earned. The Company reserves the right, but is not required, to adopt a bonus plan, pursuant to the terms of which the above bonus is provided, including a bonus plan that is intended to award performance-based compensation that is exempt from the deduction limit under Section 162(m) of the Internal Revenue Code.

(c) Subject to the terms and conditions of equity incentive agreements included in the Plan (as defined below), between the Company and the Executive, the Company shall grant to the Executive options, pursuant to the Company's 2013 Equity Incentive Plan (the "Plan"), to purchase an aggregate of 800,000 shares of common stock of the Company, par value \$0.0001 per share. Such options shall vest as follows: (i) 25% on the first anniversary of the date of grant and (ii) 75% ratably over the next three years on a monthly basis until fully vested. Executive acknowledges that 700,000 options of the foregoing options were granted to Executive prior to the Effective Date and the remaining 100,000 options will be granted to Executive and commence vesting concurrently with the Effective Date.



(d) The Company may withhold from all salary, bonus or other benefits payable under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

4. Benefits. In addition to the Base Salary and other compensation provided for in Section 3 above, the Executive will be entitled to the following benefits during the Employment Period:

(a) The Executive will be entitled to participate in the Company's paid-time-off policy for which other executive level employees of the Company are generally eligible, subject to any eligibility requirements of such plans and programs.

(b) The Executive will be entitled to participate in the Company's health and welfare benefit programs for which other executive level employees of the Company are generally eligible, subject to any eligibility requirements of such plans and programs.

(c) The Company will reimburse the Executive for all reasonable expenses incurred by him in the course of performing his duties and responsibilities under this Agreement which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.

(d) The Company will reimburse the Executive for all reasonable commuting and temporary residence/hotel costs until the Executive establishes a permanent residence in the metropolitan area where the Company is headquartered, subject to the Company's requirements with respect to reporting and documentation of such expenses.

(e) In connection with the Executive establishing a permanent residence in the metropolitan area where the Company is headquartered, the Company will reimburse the Executive for all reasonable relocation expenses, including the movement of household goods, in an amount not to exceed \$25,000, subject to the Company's requirements with respect to reporting and documentation of such expenses.

5. Termination.

(a) The Executive's employment with the Company and the Employment Period will end on the earlier of (i) the Executive's death or mental or physical disability (considering reasonable accommodation) or incapacity (as determined by a physician selected by the Company in its good faith judgment) for one hundred twenty (120) consecutive days or one hundred eighty (180) days out of any three hundred sixty (360) day period, (ii) the Executive's resignation or (iii) termination by the Company at any time with or without Cause (as defined below). Except as otherwise provided herein, any termination of the Employment Period by the Company or by the Executive will be effective as specified in a written notice from the terminating Party to the other Party.

(b) If, during the Employment Period, the Executive's employment with the Company is terminated pursuant to Section 5(a)(i) above, or is terminated by the Company with Cause, or if the Executive resigns for any reason other than Good Reason (as defined below), then the Executive will only be entitled to receive his Base Salary through the date of termination and will not be entitled to any other salary, bonus, severance, compensation or benefits from the Company or any of its Subsidiaries or affiliates thereafter, other than those expressly required under applicable law (such as the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA")); provided, however, that with respect to termination by the Company for Cause pursuant to clause (viii) of the definition of Cause, if (i) within twenty-one (21) days of his termination the Executive executes a general release and non-competition agreement in favor of the Company, its Subsidiaries and their affiliates in the form of Exhibit A hereto and such release becomes effective and is not revoked, and (ii) the Executive complies with the terms of this Agreement (other than provision 2(c)), the Executive will be entitled to receive his Base Salary and continuance of health and welfare benefits (in all cases of continuance of health and welfare benefits, via reimbursement of the Company portion of COBRA and related premiums) for a period equal to six (6) months after the date of termination.

(c) If (i) the Executive's employment with the Company is terminated by the Company without Cause or by the Executive with Good Reason, during the Employment Period, and, in either case, (ii) within twenty-one (21) days of his termination the Executive executes a general release and non-competition agreement in favor of the Company, its Subsidiaries and their affiliates in the form of Exhibit A hereto and such release becomes effective and is not revoked, and (iii) the Executive complies with the terms of this Agreement, the Executive will be entitled to receive (a) the continuation of health and welfare benefits for a period equal to one (1) year after the date of termination plus an amount in cash equal to one hundred seventy five percent (175%) of Executive's then-current base salary and (b) a period of twelve (12) months following the Executive's last day of employment with the Company to exercise all vested equity incentive awards (unless the period provided for under the applicable plan for the particular award would provide for a longer period of exercise following termination of employment in similar circumstances). The severance payment payable to the Executive pursuant to this clause (c) of this Section 5 will be paid in one lump sum and in the manner set forth in Section 3 hereof. Notwithstanding the foregoing, for so long as the Company is a "public company" within the meaning of Internal Revenue Code Section 409A, any amounts payable to the Executive during the first six (6) months and one (1) day following the date of termination pursuant to this Section 5(c) will be deferred until the date which is six (6) months and one (1) day following such termination, and if such payments are required to be so deferred the first payment will be in an amount equal to the total amount to which the Executive would otherwise have been entitled during the period following the date of termination of employment if deferral had not been required.

(d) If (i) at any time during the term of this Agreement there is a Change of Control (as defined in the Plan) and within one (1) year of such Change of Control, the Executive elects to terminate this Agreement for Good Reason or the Company elects to terminate this Agreement for any reason other than Cause, (ii) within twenty-one (21) days of his termination the Executive executes a general release and non-competition agreement in favor of the Company, its Subsidiaries and their affiliates in the form of Exhibit A hereto and such release becomes effective and is not revoked, and (iii) the Executive complies with the terms of this Agreement, the Executive shall be entitled to (w) receive the continuation of health and welfare benefits for a period equal to one (1) year after the date of termination, (x) an amount in cash equal to three hundred fifty percent (350%) of Executive's then-current base salary, (y) acceleration of all of the Executive's unvested awards pursuant to any equity incentive plan grant made prior to the Executive's last day of employment with the Company, and (z) a period of twelve (12) months following the Executive's last day of employment with the Company to exercise all vested equity incentive awards (unless the period provided for under the applicable plan for the particular award would provide for a longer period of exercise following termination of employment in similar circumstances). Notwithstanding Section 5(c) above, if the Executive receives the payments provided for in this Section 5(d), the Executive is not entitled to any payments pursuant to Section 5(c). The severance payment payable to the Executive pursuant to this clause (d) of this Section 5 will be paid in one lump sum and in the manner set forth in Section 3 hereof.

(e) Except as otherwise expressly provided herein, all of the Executive's rights to salary, bonuses, fringe benefits, severance and other compensation hereunder or under any policy or program of the Company which accrue or become payable on or after the termination of the Employment Period will cease upon such termination other than those expressly required under applicable law (such as COBRA).

(f) For purposes of this Agreement, "Cause" will mean (i) the commission of a felony or other crime involving moral turpitude or the commission of any other act or omission involving misappropriation, dishonesty, unethical business conduct, disloyalty, fraud or breach of fiduciary duty, (ii) reporting to work under the influence of alcohol, (iii) the use of illegal drugs (whether or not at the workplace) or other conduct, even if not in conjunction with his duties hereunder, which could reasonably be expected to, or which does, cause the Company or any of its Subsidiaries material public disgrace, disrepute or economic harm, (iv) repeated failure to perform duties as reasonably directed by the Board and/or the Company's principal executive officer, (v) gross negligence or willful misconduct with respect to the Company or affiliates or in the performance of the Executive's duties hereunder, (vi) obtaining any personal profit not thoroughly disclosed to and approved by the Board in connection with any transaction entered into by, or on behalf of, the Company, its Subsidiaries or any of their affiliates, (vii) materially violating any of the terms of the Company's, its Subsidiaries' or any of their affiliates' rules or policies which, if curable, is not cured to the Board's satisfaction within fifteen (15) days after written notice thereof to the Executive, or any other breach of this Agreement or any other agreement between the Executive and the Company or any of its Subsidiaries which, if curable, is not cured to the Board's satisfaction within fifteen (15) days after written notice thereof to the Executive or (viii) failure of the Executive to establish a permanent residence in the metropolitan area where the Company is headquartered by August 1, 2015. For purposes of this Agreement, "Good Reason" shall mean (i) the Executive is assigned duties materially inconsistent with the Executive's position as set forth in Section 2(a) of this Agreement, provided that any such assignment of duties (x) shall only constitute "Good Reason" during the ninety (90) day period following the date of such assignment (after which it shall be deemed waived by the Executive if prior thereto the Executive has not exercised his right to resign for "Good Reason"), (y) shall not constitute "Good Reason" when it is an isolated action not taken in bad faith and that is remedied promptly after written notice thereof by the Executive to the Company, and (z) shall not constitute "Good Reason" if the Executive shall have consented to the performance thereof or (ii) any breach of a material term of this Agreement by the Company, which breach is not cured within thirty (30) days following written notice to the Company of such breach, or (iii) following the Executive's relocation to the Los Angeles Area, the Company requiring the Executive, without the Executive's prior consent, to be permanently based at any office located more than forty-five (45) miles from the Company's headquarters, excluding travel reasonably required in the performance of the Executive's duties hereunder and travel consistent with the Executive's activities prior to the Effective Date.

6 . Confidentiality, Proprietary Information and Investment Assignment Agreement. Concurrently with or prior to the execution of this Agreement, the Executive shall have signed a Confidentiality, Proprietary Information and Invention Assignment Agreement in the form required to be executed by each employee of the Company.

7 . Return of Corporate Property. The Executive acknowledges and agrees that all notes, records, reports, sketches, plans, unpublished memoranda or other documents, whether in paper, electronic or other form (and all copies thereof), held by the Executive concerning any information relating to the business of the Company or any of its Subsidiaries, whether confidential or not, are the property of the Company. The Executive will deliver to the Company at the termination or expiration of the Employment Period, or at any other time the Company may request, all equipment, files, property, memoranda, notes, plans, records, reports, computer tapes, printouts and software and other documents and data (and all electronic, paper or other copies thereof) belonging to the Company or any of its Subsidiaries which includes, but is not limited to, any materials that contain, embody or relate to the confidential information, work product or the business of the Company or any of its Subsidiaries, which he may then possess or have under his control. The Executive will take any and all actions reasonably deemed necessary or appropriate by the Company from time to time in its sole discretion to ensure the continued confidentiality and protection of the confidential information.

8 . Executive's Representations. The Executive hereby represents and warrants to the Company that (i) he has entered into this Agreement of his own free will for no consideration other than as referred to herein, (ii) the execution, delivery and performance of this Agreement by the Executive does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Executive is a party or by which the Executive is bound, (iii) the Executive is not a party to or bound by any employment, non-competition, confidentiality or other similar agreement with any other Person and (iv) upon the execution and delivery of this Agreement by the Company, this Agreement will be the valid and binding obligation of the Executive, enforceable in accordance with its terms. The Executive hereby acknowledges and represents that the Executive has had the opportunity to consult with independent legal counsel regarding the Executive's rights and obligations under this Agreement and that the Executive fully understands the terms and conditions contained herein.

9. Definitions.

"Board" means the Board of Directors of the Company.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company or partnership, proprietorship, other business organization, trust, union, association or governmental or regulatory entities, department, agency or authority.

“Subsidiaries” means any corporation, limited liability company or other entity of which the securities or other ownership interests having the voting power to elect a majority of the board of directors or other governing body are, at the time of determination, owned by the Company or any corporation or other entity of which the Company or one of their Subsidiaries serves as the managing member or in a similar capacity, in each case either directly or through one of more Subsidiaries.

10. Survival. Sections 5 through 23 will survive and continue in full force in accordance with their terms notwithstanding the termination of the Employment Period.

11. Notices. Any notice provided for in this Agreement will be in writing and will be either personally delivered, sent by reputable overnight courier service, sent by facsimile (with hard copy to follow by regular mail) or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to the Executive:

David M. Davis  
18815 Bearpath Trail  
Eden Prairie, MN 55347

Notices to the Company:

Global Eagle Entertainment Inc.  
4553 Glencoe Avenue, Suite 300  
Marina Del Rey, CA 90292  
Attention: LEGAL NOTICES/General Counsel

with a copy (*which shall not constitute notice*) to:

McDermott Will & Emery LLP  
340 Madison Avenue  
New York, New York 10173  
Attn: Joel L. Rubinstein  
Fax: (646) 390-1209

or such other address or to the attention of such other person as the recipient Party will have specified by prior written notice to the sending Party. Any notice under this Agreement will be deemed to have been given when so delivered, sent or mailed.

12. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any action in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

13. Complete Agreement. This Agreement, and any agreement entered into between the Executive, on the one hand, and the Company or any of its Subsidiaries, on the other hand, on the date hereof embodies the complete agreement and understanding among the Parties and supersedes and preempts any prior understandings, agreements or representations by or among the Executive, on the one hand, and the Company or any of its Subsidiaries, on the other hand, written or oral, with respect to Executive's employment with the Company; provided, that, the previously executed confidentiality and invention assignment agreement, any officer and director indemnification agreement and all equity incentive award agreements granted to Executive shall remain in effect following the date hereof. Upon the Effective Date, the Executive hereby releases and waives any claims or rights he may have under any prior agreement or understanding, including the Original Agreement, he may have with the Company or any of its Subsidiaries, affiliates or predecessors, including, but not limited to, any claim for severance or other benefits.

14. Counterparts. This Agreement may be executed in separate counterparts (including by facsimile and electronic signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

15. No Strict Construction. The parties hereto jointly participated in the negotiation and drafting of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their collective mutual intent, this Agreement will be construed as if drafted jointly by the parties hereto, and no rule of strict construction will be applied against any Person.

16. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Executive, the Company and their respective heirs, successors and assigns. The Executive may not assign his rights or delegate his duties or obligations hereunder without the prior written consent of the Company. The Company may assign its rights and obligations hereunder, without the consent of, or notice to, the Executive, to any of the Company's affiliates or any Subsidiary of the Company or to any Person that acquires the Company or any portion of its business or its assets, in which case all references to the Company will refer to such assignee.

17. Choice of Law. THIS AGREEMENT, AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT, WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

18. Arbitration. Any and all claims or controversies arising out of or relating to the Executive's employment, the termination thereof, or otherwise arising between the Executive and the Company shall, in lieu of a jury or other civil trial, be settled by final and binding arbitration before a single arbitrator in Los Angeles, California, in accordance with then-current rules of the American Arbitration Association applicable to employment disputes. This agreement to arbitrate includes all claims whether arising in tort or contract and whether arising under statute or common law including, but not limited to, any claim of breach of contract, discrimination or harassment of any kind. The obligation to arbitrate such claims shall continue forever, and the arbitrator shall have jurisdiction to determine the arbitrability of any claim. The arbitrator shall have the authority to award any and all damages otherwise recoverable in a court of law. The arbitrator shall not have the authority to add to, subtract from or modify any of the terms of this Agreement. Judgment on any award rendered by the arbitrator may be entered and enforced by any court having jurisdiction thereof. The Executive will pay the then-current Superior Court of California filing fee towards the costs of the arbitration (i.e., filing fees, administration fees, and arbitrator fees), and each party shall be responsible for paying its own other costs for the arbitration, including, but not limited to, attorneys' fees, witness fees, transcript fees, or other litigation expenses. The Executive shall not be required to pay any type or amount of expense if such requirement would invalidate this agreement or would otherwise be contrary to the law as it exists at the time of the arbitration. The prevailing party in any arbitration shall be entitled to recover its reasonable attorney's fees and costs, where authorized by contract or statute. This section does not apply or restrict either the Company or the Executive from seeking equitable relief, including injunctive relief, from any court having competent jurisdiction for violating this Agreement or any applicable law.

19. Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the state in which the Company's chief-executive office is located, the time period shall automatically be extended to the business day immediately following such Saturday, Sunday or legal holiday.

20. Withholding: 280G. The Company and its Subsidiaries will be entitled to deduct or withhold from any amounts owing to the Executive any federal, state, local or foreign withholding taxes, excise taxes, or employment taxes ("Taxes") imposed with respect to the Executive's compensation or other payments from the Company or any of its Subsidiaries or the Executive's ownership interest in the Company or any of its Subsidiaries or its parent (including, without limitation, wages, bonuses, dividends, the receipt or exercise of equity options and/or the receipt or vesting of restricted equity). In the event the Company or any of its Subsidiaries does not make such deductions or withholdings, the Executive will indemnify and hold harmless the Company and its Subsidiaries for any amounts paid with respect to any such Taxes (but not including any penalties or interest due thereon, all of which shall be the responsibility of the Company). Notwithstanding any provision of this Agreement or any plan to the contrary, if all or any portion of the payments or benefits received or realized by Executive pursuant to this Agreement either alone or together with other payments or benefits that Executive receives or realizes or is then entitled to receive or realize from the Company or any of its Subsidiaries or its parent would constitute an "excess parachute payment" within the meaning of Section 280G of the Code and/or any corresponding and applicable state law provision, the payments or benefits provided to Executive under this Agreement will be reduced by reducing the amount of payments or benefits payable to Executive to the extent necessary so that no portion of Executive's payments or benefits will be subject to the excise tax imposed by Section 4999 of the Code and any corresponding and/or applicable state law provision. In the event such a reduction in payments or benefits is required, the reduction shall be applied in a manner to minimize the total payments and benefits reduced by first reducing payments and benefits a greater percentage of which are treated as parachute payments. Notwithstanding the foregoing, a reduction will be made under the previous sentence only if, by reason of that reduction, Executive's net after tax benefit exceeds the net after tax benefit he or she would realize if the reduction were not made. For purposes of this paragraph, "net after tax benefit" means the sum of (i) the total payments or benefits received or realized by Executive pursuant to this Agreement all or a portion of which would constitute a "parachute payment" within the meaning of Section 280G of the Code and any corresponding and applicable state law provision, plus (ii) all other payments or benefits that Executive receives or realizes or is then entitled to receive or realize from the Company and any of its Subsidiaries all or a portion of which would constitute a "parachute payment" within the meaning of Section 280G of the Code and any corresponding and applicable state law provision, less (iii) the amount of FICA taxes and federal or state income taxes payable with respect to the payments or benefits described in (i) and (ii) above calculated at the maximum marginal individual income tax rate (without considering deductibility of state tax for federal tax purposes) for each year in which payments or benefits are realized by Executive (based upon the rate in effect for that year as set forth in the Code at the time of the first receipt or realization of the foregoing), less (iv) the amount of excise taxes imposed with respect to the payments or benefits described in (i) and (ii) above by Section 4999 of the Code and any corresponding and applicable state law provision."

2 1 . Corporate Opportunities. During the Employment Period, the Executive will submit to the Board all business, commercial and investment opportunities or offers presented to the Executive or of which the Executive becomes aware which relate to the business of the Company or its Subsidiaries as such business of the Company or its Subsidiaries exists at any time during the Employment Period (“Corporate Opportunities”). During the Employment Period, unless previously approved in writing by the Board, the Executive will not accept or pursue, directly or indirectly, any Corporate Opportunities on the Executive’s own behalf.

22. Assistance in Proceedings. During the Employment Period and for one (1) year thereafter, the Executive will cooperate with the Company and its Subsidiaries in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the Company or any Subsidiary (including, without limitation, the Executive being available to the Company and its Subsidiaries upon reasonable notice for interviews and factual investigations, appearing at the Company’s or any Subsidiary’s request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company and its Subsidiaries all pertinent information and turning over to the Company and its Subsidiaries all relevant documents which are or may come into the Executive’s possession, all at times and on schedules that are reasonably consistent with the Executive’s other permitted activities and commitments).

2 3 . Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and the Executive, and no course of conduct or course of dealing or failure or delay by any Party hereto in enforcing or exercising any of the provisions of this Agreement will affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

24. Conflict. In the event of any inconsistency between any of the provisions of this Agreement and any of the provisions of any Company equity incentive plan or other agreement or instrument executed in furtherance hereof, this Agreement shall control.

\* \* \* \* \*



IN WITNESS WHEREOF, the Parties hereto have executed this Executive Employment Agreement as of the date first written above.

**COMPANY:**

**GLOBAL EAGLE ENTERTAINMENT INC.,** *a Delaware corporation*

By: /s/ Jay Itzkowitz  
Name: Jay Itzkowitz  
Title: SVP, General Counsel, Secretary

/s/ David M. Davis  
David M. Davis

EXHIBIT AWAIVER OF CLAIMS, GENERAL RELEASE AND NON-COMPETITION AGREEMENT

This Waiver of Claims, General Release and Non-competition agreement (the "Release") is to confirm that the undersigned's at-will employment with Global Eagle Entertainment Inc. (the "Company") is terminated effective as of \_\_\_\_\_, \_\_\_\_\_ (the "Termination Date"). Effective as of the Termination Date, by execution of this Release, the undersigned ("you" or "Executive") hereby resign from all offices you hold with the Company and any of its subsidiaries.

Please read this Release carefully. To help you understand the Release and your rights as a terminated employee, consult with your attorney.

Consistent with the provisions of that certain Employment Agreement by and between you and the Company dated as of [\_\_\_\_], 2014 (the "Employment Agreement"), the Company will provide you with severance pay pursuant to the terms of the Employment Agreement. In consideration for the severance payments and other good and valuable consideration set forth in the Employment Agreement, you hereby agree as follows:

1. Release of Claims.

(a) You hereby release and forever discharge the Company and each of its 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 effective date of this Release. 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 Release do not signify any admission of wrongdoing by the Company, its Subsidiaries or any of their affiliates.

(b) You acknowledge that you have been informed by your attorneys of the provisions of Section 1542 of the California Civil Code, which provides as follows:

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“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 settlement with the debtor.”

In that regard, you hereby waive and relinquish all rights and benefits that you have or may have under Section 1542 of the California Civil Code or any similar provision of the statutory or non-statutory law of any other jurisdiction to the full extent that you may lawfully waive all such rights and benefits. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may, on your own behalf or by and through your attorneys, hereafter discover claims or facts in addition to or different from those that you now know or believe to exist with respect to one or more of the parties released hereunder, but that it is your intention to finally settle and release all matters that now exist, may exist or heretofore have existed between you and all parties released hereunder. In furtherance of this intention, the releases herein given shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different claims or facts by you, your attorneys or any other person.

2. Non-competition. In order to preserve and protect the goodwill and value of the Restricted Business (as defined below), Executive hereby agree as follows:

(a) During the period beginning on the execution of this Agreement, and ending on the first (1st) anniversary of such termination (in each case, the “Non-Competition Period”), Executive will not, either directly or indirectly, participate in any Restricted Business. For purposes of this Agreement, (A) the term “Participate” means to have any direct or indirect interest, whether as an officer, director, employee, partner, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, owner or otherwise provided that the term “Participate” shall not include ownership of less than two percent (2%) of a class of stock of a publicly-held corporation which is traded on a national securities exchange or in the over-the-counter market, so long as the Company or such Executive does not have any active participation in the business or management of such entity; and (B) the term “Restricted Business” means any enterprise, business or venture anywhere within the United States of America and/or any other geographic areas in which the Company transacted business within the twenty-four (24) month period prior to the termination of Executive’s employment, which is active in the provisioning of inflight entertainment content and/or connectivity solutions and services.

(b) During the Non-Competition Period Executive will not, either acting jointly or individually, (A) induce or attempt to induce any employee of the Company or any of its affiliates to leave such entity’s employ or in any way interfere with the relationship between the Company or its affiliates or successors and any of their employees, or (B) induce or attempt to induce any supplier, licensee, licensor, franchisee, customer or other business relation of the Business (“Customer or Business Relation”) to cease doing business with the Company or any of its affiliates or in any way interfere with the relationship between any member of the Company or any such Customer or Business Relation.

(c) The Company would suffer irreparable harm from a breach of any of the covenants or agreements contained in this Section 2(c). In the event of an alleged or threatened breach by Executive of any of the provisions of this Section 2(c), 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 Non-Competition Period described above will be tolled with respect to Executive until such alleged breach or violation is resolved. The Executive agrees that the restrictions in this Section 2(c) are reasonable protections under the circumstances of the payment of the severance amounts set forth herein. If, at the time of enforcement of any of the provisions of this Section 2(c), a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, the Executive agrees that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area.

3. 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 Release, that you are entitled to take up to twenty-one (21) days from the date of your receipt of this Release to consider it and that you may have seven (7) days from the date you sign this Release to revoke it. The revocation must be personally delivered to the Company's Vice President – Human Resources or his/her designee, or mailed to them via certified mail, return receipt requested and postmarked within seven (7) calendar days of your execution of this Release. This Release 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. 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 Paragraph 1 above, without regard as to who brought any said complaint or charge.

4. Confidentiality of this Release. You agree that you shall keep the terms of this Release strictly confidential and not disclose, directly or indirectly, any information concerning them to any third party, with the exception of your spouse (if you have a spouse), financial or legal advisors, provided that they agree to keep such information confidential as set forth herein and not disclose it to others, and except as may be required by court order or legal process.

5. 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 Release.

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

7. Severability. If any of the terms of this Release 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 Release are severable and shall not be affected thereby.

8. Miscellaneous. This Release and the Employment 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.

9. Representations. You affirm that the only consideration for signing this Release is described in the Employment Agreement 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 Release, and that you fully understand the meaning and intent of this instrument. 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 Release, voluntarily agree to all of its terms and conditions, understand its contents and the final and binding effect of this Release, 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.

EMPLOYEE

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[NAME]

Dated:

GLOBAL EAGLE ENTERTAINMENT INC.

By:

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Name:  
Title:

Dated: