

**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): October 31, 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 2.02. Results of Operations and Financial Condition.

On November 6, 2014, Global Eagle Entertainment Inc. (the “Company”) issued a press release (the “Press Release”) announcing results for the quarter ended September 30, 2014. Furnished hereto as Exhibit 99.1 to this Current Report on Form 8-K is a copy of the Press Release.

The information contained in this Item 2.02 and in Exhibit 99.1 to this Current Report on Form 8-K shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 31, 2014, the board of directors (the “Board”) of the Company appointed Michael Zemetra to serve as Chief Financial Officer and Treasurer of the Company, effective November 3, 2014. Mr. Zemetra, age 43, had served as the Company’s Corporate Controller and Chief Accounting Officer since June 26, 2013, and as the Company’s Acting Chief Financial Officer and Acting Treasurer since August 15, 2014. 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 nominated or 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.

In connection with Mr. Zemetra’s appointment to Chief Financial Officer and Treasurer, the Company and Mr. Zemetra entered into an Executive Employment Agreement, made as of November 3, 2014 (the “Agreement”), which replaces the Employment Offer Letter Agreement previously entered into between the Company and Mr. Zemetra. The Agreement provides that Mr. Zemetra will receive a base salary of \$350,000 per year. Subject to the achievement of certain individual and Company performance goals, Mr. Zemetra will be eligible for an annual performance bonus targeted at no less than 50% of his annual base salary, but the bonus may be, in the discretion of the Board, increased to up to 100% of his annual base salary. Mr. Zemetra will also be entitled to participate in the Company’s paid-time-off policy and health and welfare benefit programs for which other executive level employees of the Company are generally eligible, and will be reimbursed for certain expenses incurred by him in the course of performing his duties under the Agreement and for other business purposes.

Mr. Zemetra’s term of employment will continue until the earlier of (i) his death or mental or physical disability (considering reasonable accommodation) or incapacity (as determined by the Company in its good faith judgment) for 180 consecutive days or 180 days out of any 360 day period, (ii) his resignation or (iii) his termination by the Company at any time with or without “cause” (as defined in the Agreement). In the event that (i) the Company terminates Mr. Zemetra’s employment without cause or Mr. Zemetra terminates his employment with the Company for “good reason” as defined in the Agreement; (ii) within 21 days of his termination, Mr. Zemetra executes a general release and non-competition agreement in favor of the Company, its subsidiaries and their affiliates and such release becomes effective and is not revoked; and (iii) Mr. Zemetra complies with the terms of the Agreement, Mr. Zemetra will be entitled to receive (a) the continuation of health and welfare benefits for a period equal to one year after the date of termination plus an amount in cash equal to 100% of Mr. Zemetra’s then-current base salary, (b) any unpaid annual bonus to which Mr. Zemetra would have become entitled for any fiscal year of the Company that ends on or before the date of termination had Mr. Zemetra remained employed through the payment date, and (c) a period of 12 months following Mr. Zemetra’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).

Moreover, in the event that (i) there is a “change of control” (as defined in the Company’s 2013 Equity Incentive Plan, as amended (the “Plan”)) and, within one year of such change of control, Mr. Zemetra elects to terminate the Agreement for good reason or the Company elects to terminate the Agreement for any reason other than for cause; (ii) within 21 days of his termination, Mr. Zemetra executes a general release and non-competition agreement in favor of the Company, its subsidiaries and their affiliates and such release becomes effective and is not revoked; and (iii) Mr. Zemetra complies with the terms of the Agreement, Mr. Zemetra 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) an amount in cash equal to 100% of Mr. Zemetra’s then-current base salary, (c) acceleration of all of Mr. Zemetra’s unvested awards pursuant to any equity incentive plan grant made prior to his last day of employment with the Company and (d) a period of 12 months following Mr. Zemetra’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). In the event that Mr. Zemetra receives the payment provided for pursuant to this “change of control” provision, Mr. Zemetra is not entitled to any payments pursuant to the termination provision described in the immediately preceding paragraph.

Mr. Zemetra has also agreed to certain restrictions regarding the Company’s proprietary information.

The foregoing description of the Agreement is qualified in its entirety by reference to the text of the Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

In addition, on October 31, 2014, the Company granted Mr. Zemetra stock options to purchase 75,000 shares of common stock of the Company, par value \$0.0001 per share (“Common Stock”), at an exercise price of \$12.23 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 October 31, 2015 and thereafter ratably over the following three years on a monthly basis until fully vested.

Item 7.01. Regulation FD Disclosure.

On November 6, 2014, the Company issued a press release announcing Mr. Zemetra’s appointment as Chief Financial Officer and Treasurer of the Company. A copy of this press release is attached hereto as Exhibit 99.2 and incorporated by reference herein.

The information contained in this Item 7.01 and in Exhibit 99.2 to this Current Report on Form 8-K shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall such information be incorporated by reference into a filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Executive Employment Agreement, made as of November 3, 2014, by and between Global Eagle Entertainment Inc. and Michael Zemetra.
99.1	Earnings press release, dated November 6, 2014.
99.2	Press release regarding appointment of Michael Zemetra as Chief Financial Officer and Treasurer, dated November 6, 2014.

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/ Jay Itzkowitz

Name: Jay Itzkowitz

Title: Senior Vice President and General Counsel

Dated: November 6, 2014

[Signature Page to Form 8-K]

EXHIBIT INDEX

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EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement") is made as of November 3, 2014 (the "Effective Date"), by and between Global Eagle Entertainment Inc., a Delaware corporation (the "Company"), and Michael Zemetra (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 Employment Offer Letter Agreement with the Company, dated May 22, 2013 (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 Financial Officer and Treasurer of the Company and will have the normal duties, responsibilities and authority of this office, including, FP&A, treasury management, accounting, tax, compliance and financial systems management, 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.

(b) During the Employment Period, the Executive will report to the Chief Executive Officer of the Company 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) 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 Financial Officer.

3. Compensation.

(a) During the Employment Period, the Executive's base salary will be \$350,000.00 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 2016 and each calendar year thereafter and may be adjusted upward in the sole discretion of the Board. Unless the compensation committee of the Board specifically delineates otherwise, any increase in base salary pursuant to this section shall be retroactive to the beginning of the applicable calendar year.

(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 be no less than 50% of Executive's Base Salary, but the bonus may be, in the discretion of the Board, increased to up to 100%. Beginning for calendar year 2015, the Chief Executive Officer and Executive shall mutually determine the performance criteria for the foregoing bonus for each fiscal year within the first 30 days of such year. 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) Executive acknowledges he was previously granted (i) 275,000 options to purchase shares of common stock of the Company and (ii) up to 4,722 restricted stock units for issuance of shares of common stock of the Company. In connection with the entry into this Agreement and 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 75,000 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 subsequent three years on a monthly basis until fully vested.

(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 for business purposes, 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 eighty (180) consecutive days or one hundred eighty (180) days out of any three hundred sixty (360) day period, (ii) the Executive's resignation or (ii) 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 or by the express terms of any company policies or applicable programs (such as the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA")).

(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 percent (100%) of Executive's then-current base salary, (b) any unpaid annual bonus pursuant to Section 3(b) to which the Executive would have become entitled for any fiscal year of the Company that ends on or before the date of termination had the Executive remained employed through the payment date, payable in the form and at the time bonuses are paid to the Company's senior executives generally for such calendar year, but in no event later than March 15th of the calendar year immediately following the calendar year in which the date of Termination occurs, with the actual date within such period determined by the Company in its sole discretion and (c) 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 one hundred percent (100%) 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 or by the express terms of any company policies or applicable programs (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 after written notice, (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, or (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 thirty (30) 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 thirty (30) days after written notice thereof to the Executive. 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) and 2(b) 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) the Company requiring the Executive, without the Executive's prior consent, to be permanently based at any office located (i) more than thirty (30) miles from the Company's California headquarters, except the Company's Westlake Village office, or (ii) more than fifty (50) miles from the Executives current Woodland Hills residence, 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:

Michael Zemetra
5246 Calatrana Drive
Woodland Hills, CA 91364

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.

2 2 . 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.

2 4 . 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/ David Davis

Name: David Davis

Title: Chief Executive Officer

/s/ Mike Zemetra

Michael Zemetra

EXHIBIT A

WAIVER 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:

“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

[NAME]

Dated:

GLOBAL EAGLE ENTERTAINMENT INC.

By:

Name:

Title:

Dated:



GLOBAL EAGLE ENTERTAINMENT REPORTS RECORD THIRD QUARTER 2014 RESULTS

- ***Record Q3 2014 Revenue of \$103 Million; Strong Q3 Adjusted EBITDA* of \$8.8 Million***
- ***Signed Major Strategic Partnership with SES S.A. for Satellite Bandwidth Provisioning***
- ***Launched Streaming In-flight Music with Beats Music and Southwest Airlines***
- ***Promoted Michael Zemetra to Chief Financial Officer***
- ***Strong Balance Sheet with Approximately \$210 Million in Cash and Less than \$4 Million in Debt***

LOS ANGELES, CA, November 6, 2014 - Global Eagle Entertainment Inc. (Nasdaq: ENT) ("Global Eagle", "GEE" or the "Company"), a worldwide leading provider of content, connectivity and digital media solutions for airlines, today reported financial results for the third quarter ended September 30, 2014.

Consolidated revenue for Q3 2014 reached a record \$102.6 million with Adjusted EBITDA* growing to \$8.8 million. Both Content and Connectivity segment revenue experienced significant growth in Q3 2014 of 34% and 48%, respectively, when compared to Q3 2013. Content segment revenue growth resulted from a mix of organic and acquisition-related activities, while Connectivity segment revenue grew through increased deployments and higher customer usage. Q3 2014 Adjusted EBITDA* improvement was driven by strong increases in contribution profit in both the Content and Connectivity segments and cost-savings achieved through the Company's restructuring efforts to date and continued integration of past acquired businesses.

"We are excited with our third quarter 2014 performance, as we drove annual and sequential revenue growth of 38% and 5%, respectively, bolstered by solid growth in both our Content and Connectivity segments," said Dave Davis, Chief Executive Officer. "We continue to execute on our plans to be a leader in in-flight entertainment and connectivity as we integrate our business and product platforms. This can be seen by recent wins across our product solutions and GEE's revenue and Adjusted EBITDA* growth."

"Global Eagle is uniquely positioned to lead the market in providing content services, connectivity systems and digital media solutions to our airline and travel customers," continued Davis. "We provide our customers with innovative products to attract and retain passengers while driving new revenue opportunities."

"We continued our 2014 financial momentum in Q3 with record revenue and strong sequential Adjusted EBITDA* growth," said Michael Zemetra, Chief Financial Officer. "With a strong balance sheet and over \$200 million in cash, we are investing in future growth to increase shareholder value. Additionally, with our publicly announced integration plans and new satellite agreement with SES, we continue to improve our cost structure. We plan to reinvest a portion of these savings into customer and technology growth initiatives."

Financial Results

The table below presents financial results for the three-months ended September 30, 2014 and 2013. The financial results for the quarterly period ended September 30, 2013 do not include any financial information for the business of IFE Services Ltd. ("IFES"), which was acquired subsequent to September 30, 2013.

Global Eagle Entertainment, Inc.

Financial Summary

(In millions, except per share amounts)

(Unaudited)

	<u>Three Months Ended September 30,</u>	
	<u>2014</u>	<u>2013</u>
Revenue:		
Content	\$ 71.5	\$ 53.4
Connectivity	31.1	21.1
Total Revenues	<u>\$ 102.6</u>	<u>\$ 74.5</u>
Loss from Operations (1)	<u>\$ (8.0)</u>	<u>\$ (6.8)</u>
Adjusted EBITDA*	<u>\$ 8.8</u>	<u>\$ 4.5</u>
Net loss	<u>\$ (15.5)</u>	<u>\$ (5.4)</u>
Loss per share - basic and diluted	<u>\$ (0.21)</u>	<u>\$ (0.10)</u>

(1) Loss from Operations for the nine months ended September 30, 2014 includes \$2.6 million in restructuring charges.

Capital expenditures through the third quarter of 2014 totaled approximately \$6.2 million. The Company finished the third quarter of 2014 with approximately \$209.6 million in cash and \$3.5 million in debt.

Segment Results

Content segment revenue grew by \$18.1 million in Q3 2014 versus Q3 2013 through organic revenue growth and the acquisition of IFES completed in Q4 2013. Content segment contribution margin improved from 27% in Q3 2013 to 29% in Q3 2014, and from 26% in Q2 2014 to 29% in Q3 2014. This was largely due to the onboard cycles of two new Content segment customers in late Q2 2014, coupled with a product mix. As the third quarter is typically our strongest seasonal quarter due to airline passenger trends, we expect a slight decrease in Content segment revenue in Q4 2014 when compared to Q3 2014.

Connectivity segment revenue grew \$4.5 million sequentially from Q2 2014 to \$31.1 million in Q3 2014 due to higher equipment sales and increased passenger Wi-Fi usage. Connectivity segment contribution margin increased from 18% in Q2 2014 to 26% in Q3 2014 due to costs remaining relatively stable on a higher revenue base.

Recent Highlights

Key accomplishments since announcing second quarter 2014 results include:

- **Signed strategic partnership with SES for global satellite connectivity.** The long-term relationship includes access to the existing SES network, as well as upcoming next generation HTS technologies, which would achieve higher transmission speeds and cost savings per megabit.
- **Launched Beats Music by Apple on Southwest Airlines.** In an industry first, GEE elevated in-flight music streaming to passenger devices in the air. GEE signed an agreement with Beats Music to deploy streaming in-flight music to airline passengers. The playlists are curated by Beats Music and updated monthly via satellite to servers onboard the aircraft.
- **Successfully integrated WISE on CEBU Pacific Air through KID Systeme, a division of Airbus.**
- **Deployed in-flight connectivity on Nok Air.** Successfully launched connectivity on a new airline customer in Thailand.
- **On track with integration and restructuring efforts as part of \$10 million in annual run-rate savings.**
- **Completed acquisition of Indian content business Purple In-Flight Entertainment.** Through this acquisition, GEE has solidified its number one position as a provider of Asian and Indian content to the IFE market.
- **Signed distribution agreement with Betria to provide 3D moving maps as part of GEE's wireless content offerings to airlines.**
- **Successfully completed a warrant exchange offer.** GEE closed an exchange offer on September 12, 2014, in which it exchanged approximately 4.2 million shares for approximately 12.6 million warrants.
- **Michael Zemetra was promoted to Chief Financial Officer of GEE.** Michael was previously Chief Accounting Officer and Controller at GEE.
- **Installed connectivity systems on 25 aircraft in the quarter, bringing the total to 593 aircraft as of the end of the third quarter 2014.** Today, GEE's connectivity systems are installed on over 600 aircraft worldwide.

Business Outlook

The Company's updated guidance for the fiscal year ending December 31, 2014 is as follows:

Full Year 2014

- *Revenue in the range of \$383 - \$388 million*
- *Adjusted EBITDA* in the range of \$29 - \$31 million*
- *Cash capital expenditures in the range of \$8.5 - \$9.5 million*
- *New aircraft installed with GEE's connectivity system: approximately 105 - 110*

Conference Call

Global Eagle will host a webcast to discuss its second quarter 2014 results on Thursday, November 6, 2014 at 5:00 p.m. EDT (2:00 p.m. PDT). The webcast is available on the investor relations portion of the Company's Web site located at <http://investors.globaleagleent.com/events.cfm>. If you cannot listen to the webcast at its scheduled time, there will be a webcast replay archived on the Global Eagle website for 30 days.

About Global Eagle

Global Eagle Entertainment Inc. (Nasdaq:ENT) is a worldwide provider of content, connectivity and digital media solutions for airlines. Through the industry's most comprehensive product and services platform, Global Eagle provides airlines with a wide range of in-flight solutions. These include Wi-Fi, movies, television, music, interactive software, as well as portable IFE solutions, content management services, e-commerce solutions and original content development. Serving over 150 airlines worldwide, Global Eagle delivers exceptional quality and value to its customers to help them achieve their passenger experience objectives. The company's headquarters are located in Los Angeles, California, with offices and teams located in North America, Asia, the Middle East, Europe, Africa, Oceania and South America. Find out more at www.globaleagleent.com

Contact:

*Kevin Trosian
Vice President, Corporate Development and Investor Relations
+1 310-740-8624
investor.relations@globaleagleent.com
pr@globaleagleent.com*

*** About Non-GAAP Financial Measures**

To supplement our consolidated financial statements, which are prepared and presented in accordance with generally accepted accounting principles in the United States of America ("GAAP"), we use Adjusted EBITDA, which is a non-GAAP financial measure. The presentation of Adjusted EBITDA is not intended to be considered in isolation or as a substitute for, or superior to, the financial information prepared and presented in accordance with GAAP. For more information on this non-GAAP financial measure, please see the tables captioned "Reconciliations of Non-GAAP Measures to Unaudited Consolidated Statements of Operations" included at the end of this release.

Adjusted EBITDA is the primary measure used by the Company's management and board of directors to understand and evaluate its financial performance and operating trends, including period to period comparisons, to prepare and approve its annual budget and to develop short and long term operational plans. Additionally, Adjusted EBITDA is the primary measure used by the compensation committee of the Company's board of directors to establish the funding targets for and fund its annual bonus pool for the Company's employees and executives. We believe our presentation of Adjusted EBITDA is useful to investors both because (1) it allows for greater transparency with respect to key metrics used by management in its financial and operational decision-making and (2) management frequently uses it in its discussions with investors, commercial bankers, securities analysts and other users of its financial statements.

We define Adjusted EBITDA as net income (loss) attributable to common stockholders before net income (loss) attributable to non-controlling interests, income tax expense, other income (expense), interest expense (income), depreciation and amortization, stock-based compensation, acquisition and realignment costs, F/X gain (loss) on intercompany loans and any gains or losses on certain asset sales or dispositions. Acquisition and realignment costs include such items, when applicable, as (a) non-cash GAAP purchase accounting adjustments for certain deferred revenue and costs, (b) legal, accounting and other professional fees directly attributable to acquisition activity, (c) employee severance payments and third party professional fees directly attributable to acquisition or corporate realignment activities, (d) certain non-recurring expenses associated with the Company's expansion into China that did not generate associated revenue in 2014, (e) expenditures related to the January 2013 business combination, (f) any legal settlement(s) in the period that pertain to historical matters that existed at acquired companies prior to their purchase date and (g) any restructuring charges in the period pursuant to the Plan announced on September 23, 2014. Management does not consider these costs to be indicative of the Company's core operating results.

With respect to projected full year 2014 Adjusted EBITDA, a quantitative reconciliation is not available without unreasonable efforts, and we are unable to address the probable significance of the unavailable information.*

Cautionary Note Concerning Forward-Looking Statements

We make forward-looking statements in this earnings release and the documents incorporated by reference herein within the meaning of the Securities Litigation Reform Act of 1995. These forward-looking statements relate to expectations or forecasts for future events, including without limitation our earnings, revenues, expenses or other future financial or business performance or strategies, or the impact of legal or regulatory matters on our business, results of operations or financial condition. These statements may be preceded by, followed by or include the words "may," "might," "will," "will likely result," "should," "estimate," "plan," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "continue," "target" or similar expressions. These forward-looking statements are based on information available to us as of the date of this earnings release and on our current expectations, forecasts and assumptions, and involve substantial risks and uncertainties. Actual results may vary materially from those expressed or implied by the forward looking statements herein due to a variety of factors, including: our ability to integrate our recently acquired businesses, the ability of the combined business to grow, including through acquisitions which we are able to successfully integrate, and the ability of our executive officers to manage growth profitably; the ability of our executive officers to recognize changing trends in the systems, services and business model requirements of our current and potential future customers; the ability of our customer Southwest Airlines to maintain a sponsor for its "TV Flies Free" offering and our ability to replicate this model through other sponsorship alliances; the ability of our content segment to provide unique content curation and delivery services attractive to non-theatrical customers, including the airlines; the outcome of any legal proceedings pending or that may be instituted against us; changes in laws or regulations that apply to us or our industry; our ability to recognize and timely implement future technologies in the content delivery space, including wireless content delivery, and the satellite connectivity space, ; our ability to deliver end-to-end network performance sufficient to meet increasing airline customer and passenger demand; our ability to obtain and maintain international authorizations to operate our connectivity service over the airspace of foreign jurisdictions our customers utilize; our ability to expand our service offerings and deliver on our service roadmap; our ability to timely and cost-effectively identify and license television, audio and media content that airlines and/or and media content that passengers will purchase; general economic and technological circumstances in the satellite transponder market, including access to transponder space in capacity limited regions and successful launch of replacement transponder capacity where applicable; our ability to obtain and maintain licenses for content used on legacy installed in-flight entertainment systems and next generation in-flight entertainment systems; the loss of, or failure to realize benefits from, agreements with our airline partners; the loss of relationships with original equipment manufacturers or dealers; unfavorable economic conditions in the airline industry and economy as a whole, and in particular arising from sanctions against Russia and the instability in the Middle East; our ability to expand our domestic or international operations, including our ability to grow our business with current and potential future airline partners or successfully partner with satellite service providers, including Hughes Network Systems and SES S.A.; our reliance on third-party satellite service providers and equipment and other suppliers, including single source providers and suppliers; the effects of service interruptions or delays, technology failures, material defects or errors in our software or hardware, damage to our network resources, disruption of our content delivery systems or geopolitical restrictions; the limited operating history of our connectivity and in-flight television and media products; costs associated with defending pending or future intellectual property infringement actions and other litigation or claims; increases in our projected capital expenditures due to, among other things, unexpected costs incurred in connection with the roll out of our technology roadmap or our international plan of expansion, including managing rapid changes in available competitive technologies and research and development of such technologies; fluctuation in our operating results; the demand for in-flight broadband Internet access services and market acceptance for our products and services; and other risks and uncertainties set forth in this earnings release and in our most recent Annual Report on Form 10-K, as amended, and any subsequently filed Quarterly Reports on Form 10-Q. We do not undertake any obligation to update forward-looking statements as a result of as a result of new information, future events or developments or otherwise, and may not provide the same type of forward-looking information in the future.

Financial Information

The table below presents financial results for the three and nine months ended September 30, 2014 and 2013. The financial results for the quarterly period ended September 30, 2013 does not include any financial information for IFES, which was acquired subsequent to September 30, 2013.

Global Eagle Entertainment Inc.
Unaudited Condensed Consolidated Statements of Operations
(In thousands, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Revenue	\$ 102,623	\$ 74,518	\$ 286,736	\$ 179,862
Operating expenses:				
Cost of sales	73,618	54,002	213,341	139,570
Sales and marketing	3,980	3,758	10,119	8,444
Product development	7,212	2,282	15,561	5,946
General and administrative	17,172	17,056	51,440	53,860
Restructuring charges	2,606	-	2,606	-
Amortization of intangible assets	6,049	4,221	18,613	8,470
Total operating expenses	110,637	81,319	311,680	216,290
Loss from operations	(8,014)	(6,801)	(24,944)	(36,428)
Other income (expense), net:				
Interest income (expense), net	175	(267)	44	(726)
Change in fair value of financial instruments	(5,253)	2,233	555	(7,107)
Other income (expense), net	(984)	601	(1,786)	571
Loss before income taxes	(14,076)	(4,234)	(26,131)	(43,690)
Income tax expense	1,454	1,161	3,552	1,754
Net loss	\$ (15,530)	\$ (5,395)	\$ (29,683)	\$ (45,444)
Net income (loss) attributable to non-controlling interests	-	158	194	89
Net loss attributable to common stockholders	\$ (15,530)	\$ (5,553)	\$ (29,877)	\$ (45,533)
Net income (loss) per share				
Basic	\$ (0.21)	\$ (0.10)	\$ (0.41)	\$ (0.89)
Diluted	\$ (0.21)	\$ (0.10)	\$ (0.41)	\$ (0.89)

Global Eagle Entertainment Inc.
Unaudited Condensed Consolidated Balance Sheets
(In thousands)

	September 30, 2014	December 31, 2013
Assets	(Unaudited)	
Cash and cash equivalents	\$ 209,637	\$ 258,796
Accounts receivable, net	83,040	64,216
Content library, net	7,859	6,563
Inventories	11,820	15,481
Prepaid and other current assets	22,232	14,187
Property, plant and equipment, net	22,544	20,797
Goodwill	53,032	52,345
Intangible assets	118,978	136,414
Other non-current assets	14,935	10,084
Total assets	\$ 544,077	\$ 578,883
Liabilities and Stockholders' Equity		
Accounts payable and accrued liabilities	\$ 98,054	\$ 81,961
Deferred revenue	18,782	16,998
Derivative warrant liabilities	45,161	71,570
Notes payable and accrued interest	3,457	10,801
Deferred tax liabilities	24,496	26,378
Other liabilities	18,771	14,991
Total liabilities	208,721	222,699
Stockholders' Equity:		
Common stock, treasury stock and additional paid-in capital	609,777	590,210
Subscriptions receivable	(497)	(478)
Accumulated deficit	(273,820)	(243,943)
Accumulated OCI	(104)	-
Total stockholders' equity	335,356	345,789
Non-controlling interests	-	10,395
Total Liabilities and Stockholders' Equity	\$ 544,077	\$ 578,883

Reconciliations of Non-GAAP Measures to Unaudited Consolidated Statements of Operations
(In thousands)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Adjusted EBITDA:				
Net income (loss) attributable to common stockholders	\$ (15,530)	\$ (5,553)	\$ (29,878)	\$ (45,533)
Net income (loss) attributable to non-controlling interests	-	158	194	89
Income tax expense	1,454	1,161	3,552	1,754
Other (income) expense (2)	7,066	(1,722)	2,664	8,107
Depreciation and amortization	8,335	8,686	26,023	20,365
Stock-based compensation (3)	1,896	(625)	6,485	1,902
Acquisition and realignment costs (4)	2,976	3,247	8,688	16,817
Restructuring charges (5)	2,606	-	2,606	-
F/X gain (loss) on intercompany loan (6)	-	(845)	-	-
Adjusted EBITDA	\$ 8,803	\$ 4,507	\$ 20,334	\$ 3,501
Pro-forma Adjustments (1)				
January 2013 GEAC Pre-tax loss	-	-	-	(22,100)
January 2013 AIA Pre-tax income	-	-	-	1,306
Add back:	-	-	-	-
January 2013 GEAC Other income (expense)	-	-	-	11,697
January 2013 GEAC Business Combination Fees and Expenses (7)	-	-	-	10,243
January 2013 AIA & GEAC Interest expense (income)	-	-	-	66
January 2013 AIA & GEAC Depreciation and amortization	-	-	-	471
Pro-forma Adjusted EBITDA	\$ 8,803	\$ 4,507	\$ 20,334	\$ 5,184

- (1) The table above includes certain non-GAAP pro-forma adjustments for the nine months ended September 30, 2013. For the nine months ended September 30, 2013, the amounts are presented on a pro forma basis reflecting the operating results of Global Eagle as if the Company's business combination in which Global Eagle Acquisition Corp. ("GEAC") acquired Row 44, Inc. ("Row 44") and 86% of the shares of Advanced Inflight Alliance AG ("AIA") and changed its name to Global Eagle Entertainment Inc. (the "Business Combination") had been consummated as of January 1, 2013; accordingly, this information does not correspond to the unaudited condensed financial statements included in this earnings release, which were prepared on a U.S. GAAP basis. The pro forma information for the nine month period ended September 30, 2013 includes financial information for the period January 1, 2013 to September 30, 2013 for AIA and Row 44, January 1, 2013 to January 31, 2013 (the date on which we completed the Business Combination) for GEAC. It also includes actual results for Post Modern Edit, LLC and related entities from July 10, 2013 (date of acquisition) to September 30, 2013. The pro forma information for the nine month period ended September 30, 2013 does not include any financial information for IFES, which was acquired subsequent to September 30, 2013.
- (2) Other income (expense) principally includes the change in fair value of the Company's derivative financial instruments and certain non-recurring expenses associated with the Company's expansion into China that did not generate associated revenue in 2014.
- (3) Included in stock-based compensation for the three months ended September 30, 2013 is the reversal of approximately \$1.1 million related to certain accrued tax obligations that resulted from the January 2013 Business Combination, the net impact of which was \$0 for the nine months ended September 30, 2013.
- (4) Acquisition and realignment costs include such items, when applicable, as (a) non-cash GAAP purchase accounting adjustments for certain deferred revenue and costs, (b) legal, accounting and other professional fees directly attributable to acquisition activity, (c) employee severance payments and third party professional fees directly attributable to acquisition or corporate realignment activities, (d) expenditures related to the January 2013 Business Combination, and (e) any legal settlement(s) in the period that pertain to historical matters that existed at acquired companies prior to their purchase date. Management does not consider these costs to be indicative of the Company's core operating results.
- (5) Includes restructuring expenses pursuant to the Company's Plan announced on September 23, 2014.
- (6) F/X gain (loss) on intercompany loan includes the unrealized foreign exchange gains and losses in the value of certain intercompany loans that are included in the Company's operating results.
- (7) Comprises formation expenses directly related to the Company's Business Combination in 2013 that did not generate associated revenue in Q1 of 2013.

Global Eagle Entertainment, Inc.
Revenue, Contribution Margin, and Adjusted EBITDA (1)
(In Millions)

	<u>Q3 '14</u>	<u>Q3 '13</u>	<u>% Change</u>
Revenue			
Connectivity:			
Equipment (2)	\$ 11.2	\$ 4.9	129%
Services (3)	19.9	16.2	23%
Total Connectivity Revenue	31.1	21.1	47%
Content:			
Licensing (4)	60.9	44.6	37%
Services (5)	10.6	8.8	20%
Total Content Revenue	71.5	53.4	34%
Total Revenue	\$ 102.6	\$ 74.5	38%
Cost of Sales (\$ millions)			
Connectivity	(23.0)	(15.2)	51%
Content	(50.6)	(38.8)	30%
Total Cost of Sales	(73.6)	(54.0)	36%
Contribution Profit (\$ millions)			
Connectivity	8.1	5.9	37%
Content	20.9	14.6	43%
Total Contribution Profit	29.0	20.5	41%
Contribution Margin (%)			
Connectivity	26%	28%	
Content	29%	27%	
Total Contribution Margin	28%	28%	
Adjusted EBITDA*	\$ 8.8	\$ 4.5	96%

(1) Reflects 100% of AIA's results; GEE owned approximately 94% and 100% of AIA's outstanding shares as of September 30, 2013 and 2014, respectively.

(2) Represents sales of satellite based connectivity equipment.

(3) Represents Wi-Fi, TV, VOD, shopping and travel-related revenue sold through our Connectivity platform.

(4) Represents revenue principally generated through the sale or license of media content, video and music programming, applications, and video games to customers.

(5) Content services revenue includes various services generally billed on a time and materials basis such as encoding and editing of media content.

Global Eagle Entertainment, Inc.
Unaudited Segment Revenue and Contribution Profit
(In thousands)

Segment revenue, expenses and contribution profit for the three and nine month periods ended September 30, 2014 and 2013 derived from the Company's Connectivity and Content segments were as follows:

Three Months Ended September 30,						
	2014			2013		
	Content	Connectivity	Consolidated	Content	Connectivity	Consolidated
Revenue:						
Licensing	\$ 60,907	\$ -	\$ 60,907	\$ 44,645	\$ -	\$ 44,645
Service	10,603	19,933	30,536	8,796	16,218	25,014
Equipment	-	11,180	11,180	-	4,859	4,859
Total Revenue	71,510	31,113	102,623	53,441	21,077	74,518
Operating Expenses:						
Cost of Sales	50,596	23,022	73,618	38,809	15,193	54,002
Contribution Profit	20,914	8,091	29,005	14,632	5,884	20,516
Other Operating Expenses	29.2%	26%	37,019	27.4%	28%	27,317
Loss from Operations			\$ (8,014)			\$ (6,801)

Nine Months Ended September 30,						
	2014			2013		
	Content	Connectivity	Consolidated	Content	Connectivity	Consolidated
Revenue:						
Licensing	\$ 172,375	\$ —	\$ 172,375	\$ 106,353	\$ —	\$ 106,353
Service	33,917	53,735	87,652	18,346	34,893	53,239
Equipment	349	26,360	26,709	0	20,270	20,270
Total Revenue	206,641	80,095	286,736	124,699	55,163	179,862
Operating Expenses:						
Cost of Sales	149,475	63,866	213,341	92,157	47,413	139,570
Contribution Profit	57,166	16,229	73,395	32,542	7,750	40,292
Other Operating Expenses			98,339			76,720
Loss from Operations			\$ (24,944)			\$ (36,428)



Global Eagle Entertainment Promotes Michael Zemetra to Chief Financial Officer

Los Angeles, Calif. (November 6, 2014) – Global Eagle Entertainment Inc. (Nasdaq: ENT), a worldwide leading provider of content, connectivity and digital media solutions to airlines, has promoted Michael Zemetra to Chief Financial Officer. Previously, Zemetra served as Chief Accounting Officer and Controller at Global Eagle Entertainment (“GEE”) since June of 2013. He will report directly to Dave Davis, Chief Executive Officer of GEE.

“I’d like to congratulate Mike on this promotion and believe that he will continue to be a key member of the executive team,” commented Davis. “Mike has played an important role in the growth of GEE and his experience and success leading financial operations makes him the perfect choice to take on this important role in shaping the future of our company. Since joining us last year, he has had a meaningful impact and provides deep financial expertise to the company, including implementing core controls and processes.”

Prior to joining GEE, Mr. Zemetra worked at Demand Media, Inc. (“Demand”), a publicly-traded diversified Internet media company located in Santa Monica, California. While at Demand, Mr. Zemetra was instrumental in taking Demand public in 2011 and served in various financial roles, including as Senior Vice President and Chief Accounting Officer. From 2000 to early 2008, Mr. Zemetra held financial roles for a variety of media, mobile and biotechnology start-up companies such as Helio, Inc, Clearant, Inc., JAMDAT Mobile, Inc., and eCompanies, LLC. From 1995 to 2000, Mr. Zemetra worked for PricewaterhouseCoopers, LLC, where he provided consulting and financial services to a variety of high profile entertainment and media clients.

Mr. Zemetra earned his Certified Public Accounting license from the state of California in 2005, and holds a Master’s Degree in Accounting from the University of Southern California and a B.A. in Business Economics from the University of California Riverside.

About Global Eagle Entertainment

Global Eagle Entertainment Inc. (Nasdaq: ENT) is a worldwide provider of media content, technology, and connectivity solutions to the travel industry. Through the industry's most comprehensive product and services platform, Global Eagle Entertainment provides airlines with a wide range of inflight solutions. These include Wi-Fi, movies, television, music, interactive software, as well as portable IFE solutions, content management services, e-commerce solutions and original content development. Serving over 150 airlines worldwide, Global Eagle Entertainment delivers exceptional quality and value to its customers to help them achieve their passenger experience objectives. The company's headquarters are located in Los Angeles, California, with offices and teams located in North America, Asia, the Middle East, Europe, Africa, Oceania and South America. Find out more at www.globaleagleent.com.

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