
**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): February 17, 2017

GLOBAL EAGLE ENTERTAINMENT INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35176
(Commission
File Number)

27-4757800
(IRS Employer
Identification No.)

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

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

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

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Item 2.02. Results of Operations and Financial Condition.

On February 21, 2017, Global Eagle Entertainment Inc. (“we” or the “Company”) issued a press release (the “Press Release”) announcing its preliminary estimate of revenue results for the full-year period ended December 31, 2016. We have furnished herewith as Exhibit 99.1 a copy of the Press Release.

The information in this Item 2.02 and Exhibit 99.1 attached hereto 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 it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, 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.

The Company’s Board of Directors (the “Board”) has appointed Jeffrey A. Leddy to serve as the Company’s Chief Executive Officer and as interim principal financial officer effective February 21, 2017. Mr. Leddy replaces David M. Davis, who on February 17, 2017 delivered notice of his resignation as Chief Executive Officer and as a member of our Board effective February 20, 2017. Mr. Leddy also replaces, on an interim basis, Tom Severson (the Company’s former Chief Financial Officer), who resigned from the Company on February 20, 2017. Messrs. Davis’s and Severson’s resignations are not due to any disagreement with the Company.

Jeffrey A. Leddy, 61, joined our Board in January 2013 and will continue to serve on our Board while Chief Executive Officer. Prior to his appointment as Chief Executive Officer, Mr. Leddy served on our Board’s Audit Committee and as the Chair of its Compensation Committee. Mr. Leddy previously served as Chief Executive Officer of Verizon Telematics, Inc. (f/k/a Hughes Telematics, Inc. prior to its acquisition by Verizon Communications, Inc. in July 2012) from December 2006 until January 2015 and has served as a member of its board of directors since March 2006. From 2005 to 2011, Mr. Leddy served on the board of directors of Hughes Communications, Inc. and Hughes Systique Corporation and on the board of managers of Hughes Network Systems, LLC. From April 2003 through December 2006, Mr. Leddy served as Chief Executive Officer and President of SkyTerra Communications, Inc. and on its board of directors from 2006 to 2008. Prior to becoming Skyterra’s Chief Executive Officer, Mr. Leddy also served in the roles of President and Chief Operating Officer and Senior Vice President of Operations for that company. Mr. Leddy received his bachelor’s degree in Physics from the Georgia Institute of Technology and a master’s degree in Electrical Engineering from Stanford University.

Leddy Employment Agreement

The Company and Mr. Leddy entered into an employment agreement (the “Employment Agreement”) dated February 21, 2017, with his employment to commence on the same date (the “Employment Commencement Date”).

The Employment Agreement provides for the following:

- *Initial Base Salary.* Mr. Leddy will receive an initial annual base salary of \$625,000.
- *Annual Incentive Plan Performance Bonus.* Mr. Leddy will be eligible for an annual performance bonus under the Company’s Annual Incentive Plan with an initial target of 100% of his annual base salary.
- *Signing Bonus.* Mr. Leddy will receive a non-qualified stock option to purchase 350,000 shares of the Company’s common stock (the “Signing Bonus”), with an exercise price equal to the closing price of the Company’s common stock on February 17, 2017, the date on which our Board’s Compensation Committee approved the Signing Bonus. This Signing Bonus and the Initial Equity Grants described below are granted subject to the condition subsequent that the Company’s stockholders approve a new equity incentive plan at the Company’s 2017 annual stockholders’ meeting. The Signing Bonus will be fully vested at issuance.
- *Initial Equity Grants.* In addition to the Signing Bonus, Mr. Leddy will receive the following initial equity awards:
 - *Stock Option.*

- A “time-vesting” non-qualified stock option to purchase 650,000 shares of the Company’s common stock (the “Initial Option Award”), with an exercise price equal to the closing price of the Company’s common stock on February 17, 2017, the date on which our Board’s Compensation Committee approved the Initial Option Award. The Initial Option Award vests in equal monthly installments commencing on the Employment Commencement Date over the following three years (subject to Continuous Service (as described below) through each vesting date).
- If the Company terminates Mr. Leddy’s Continuous Service without “cause” (as defined in his Employment Agreement), then all outstanding unvested options subject to the Initial Option Award will immediately and automatically vest upon the termination date.
- *RSUs.*
 - “Time-vesting” restricted stock units representing 200,000 shares of the Company’s common stock (the “Initial RSU Award”). The Initial RSU Award will vest in three equal annual installments, with the first installment vesting on February 21, 2018 and the remaining installments vesting annually thereafter (subject to Continuous Service through each vesting date).
 - If the Company terminates Mr. Leddy’s Continuous Service without “cause” then all outstanding and unvested restricted stock units subject to the Initial RSU Award will immediately and automatically vest upon the termination date.
- “Continuous Service.” For purposes of his Employment Agreement, “Continuous Service” means any period during which Mr. Leddy is serving as either an employee of the Company or a member of the Company’s Board (whether as an outside director or an employee director), and Continuous Service shall not be deemed to have terminated for so long as he is serving in either capacity.
- *Option Exercise Period following a Termination without Cause.* If the Company terminates Mr. Leddy’s Continuous Service without cause, he will be entitled—for a period of up to 12 months following the termination date—to exercise any portion of his Signing Bonus or Initial Option Award that has vested as of the termination date.
- *Severance Protection.* Mr. Leddy will be eligible to participate in any Company severance plan on the same terms available to other members of the Company’s Executive Leadership Team.

Mr. Leddy is also party to a customary indemnity agreement that the Company enters into with its directors and executive officers. Except for the foregoing agreements, there are no arrangements or understandings with the Company pursuant to which Mr. Leddy was appointed as its Chief Executive Officer or interim principal financial officer. There are no family relationships between Mr. Leddy 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.

Davis Separation Agreement and Consulting Agreement

In connection with Mr. Davis’s resignation, the Company and Mr. Davis have entered into a Waiver of Claims, General Release and Non-Solicitation Agreement dated February 20, 2017 (the “Davis Separation Agreement”) and a Consulting Agreement dated February 21, 2017 (the “Consulting Agreement”).

In consideration for Mr. Davis’s general release of claims and compliance with non-solicitation and other covenants under the Davis Separation Agreement, the Company will pay Mr. Davis a lump-sum cash payment of \$1,093,750, which is equal to 175% of his current base salary. In addition, the Company will pay Mr. Davis his “actual” full-year bonus (if any) under the Company’s Annual Incentive Plan that he would have earned for the 2016 performance year if he had remained employed with the Company through the payment date thereof. Mr. Davis will have until the one-year anniversary of the end of his Consulting Period (as described below) to exercise any vested Company stock options that he holds as of such end date.

Under the Consulting Agreement, the Company will pay Mr. Davis a fee of \$50,000 per month for three months for advisory and consulting services, commencing February 21, 2017. The Company or Mr. Davis may elect to terminate these services earlier for any reason, but if the Company terminates the services without cause prior to the end of the three-month consulting period, then the Company must pay Mr. Davis an amount equal to \$150,000, less any fees already paid to Mr. Davis for his services. We refer to the period during which Mr. Davis

renders these services as the “Consulting Period.” Mr. Davis’s advisory and consulting services will constitute “employment,” “continuous employment” and “continued employment” for vesting purposes for any unvested equity of the Company that he held on his employment resignation date, such that vesting thereon shall continue for the duration of the Consulting Period as if Mr. Davis had remained an employee of the Company during that period. If the Company terminates Mr. Davis’s services without cause prior to the end of the three-month consulting period, any unvested equity of the Company that he held on his employment resignation date shall continue to vest as if Mr. Davis had remained an employee of the Company during the full three-month consulting period.

Severson Separation Agreement

In connection with Mr. Severson’s resignation, the Company and Mr. Severson have entered into a Waiver of Claims and General Release Agreement dated February 20, 2017 (the “Severson Separation Agreement”). Under the Severson Separation Agreement, the Company will pay Mr. Severson in accordance with the “severance pay” protections of his employment agreement as if the Company had terminated his employment without cause. We have described these protections in our Current Report on Form 8-K filed with the Securities and Exchange Commission on August 26, 2016, which description we incorporate by reference herein.

We qualify the foregoing summaries of the Employment Agreement, the Davis Separation Agreement, the Consulting Agreement and the Severson Separation Agreement by reference to the actual agreements, copies of which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, and incorporated by reference herein.

Item 7.01. Regulation FD Disclosure.

We incorporate by reference herein the Press Release (attached as Exhibit 99.1) announcing the director and executive officer changes set forth in Item 5.02 above and our preliminary estimate of revenue for the year ended December 31, 2016 set forth in Item 2.02 above.

The information in this Item 7.01 and Exhibit 99.1 attached hereto shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

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

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/ Jeffrey A. Leddy

Name: Jeffrey A. Leddy

Title: Chief Executive Officer

Dated: February 21, 2017

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated as of February 21, 2017, between the Company and Jeffrey A. Leddy.
10.2	Waiver of Claims, General Release and Non-Solicitation Agreement, dated February 20, 2017, between the Company and David M. Davis.
10.3	Consulting Agreement, dated as of February 21, 2017, between the Company and David M. Davis.
10.4	Waiver of Claims and General Release Agreement, dated February 20, 2017, between the Company and Tom Severson.
99.1	Press Release, dated February 21, 2017.



GLOBAL EAGLE ENTERTAINMENT

4553 GLENCOE AVENUE, SUITE 300
LOS ANGELES, CA 90292

February 21, 2017

Jeffrey A. Leddy
c/o Global Eagle Entertainment Inc.
4553 Glencoe Ave., Suite 300
Los Angeles, CA 90292

Re: Offer of Employment

Dear Jeff:

Global Eagle Entertainment Inc. (the “**Company**”) is pleased to offer you employment on the following terms:

1. **Position.** Your initial title will be Chief Executive Officer, reporting to the Company’s Board of Directors (the “**Board**”). For no additional compensation, you will also serve as the Company’s principal financial officer for an interim period to be determined by the Board, and you will also report to the Board in that capacity.

2. **Commencement Date.** The Company expects your first day of employment will be February 21, 2017. We refer to your actual first day of employment herein as your “**Employment Commencement Date**.”

3. **Base Salary.** Your initial base salary will be at a rate of \$625,000 per year (“**Base Salary**”). Your Base Salary will be payable in accordance with the Company’s standard payroll schedule from time to time and subject to all tax withholdings.

4. **Annual Bonus.** You will be eligible for an annual performance bonus under the Company’s Annual Incentive Plan (as in effect from time to time) with an initial target of 100% of your Base Salary (the “**Annual Bonus**”). Your actual Annual Bonus will however be subject to the achievement of individual and Company performance objectives and metrics to be established by the Board’s Compensation Committee for you and other members of the Company’s Executive Leadership Team from time to time, and the final calculation and bonus determination (including determinations of achievement of performance objectives) will be in the sole discretion of the Board’s Compensation Committee. The Company typically pays its Annual Bonuses in March following each performance-year end, e.g., in March 2018 for the 2017 performance year, but the Company will determine the actual date of payment in its sole discretion. You must have Continuous Service (as defined below) with the Company on the payment date to receive any Annual Bonus, and if you do not have such Continuous Service for any reason on the payment date (subject to any severance plan for which are eligible), then you will not be entitled to any Annual Bonus or any portion of it.

5. Signing Bonus and Initial Equity Incentive. You will receive an initial equity grant consisting of (i) as a signing bonus, a non-qualified stock option to purchase 350,000 shares of the Company's common stock (the "**Signing Bonus**"), (ii) an additional non-qualified stock option to purchase 650,000 shares of the Company's common stock (the "**Initial Option Award**") and (iii) the Company's traditional time-based restricted stock units (the "**Initial RSU Award**") representing 200,000 shares of the Company's common stock, in each case granted under a new equity incentive plan that will be submitted for stockholder approval at the Company's 2017 annual stockholders' meeting (the "**Equity Incentive Plan**"). Each of the Signing Bonus, the Initial Option Award and the Initial RSU Award will be granted subject to the condition subsequent that the Company's stockholders approve the Equity Incentive Plan at the Company's 2017 annual stockholders' meeting, and if such stockholder approval is not obtained, then each of the Signing Bonus, the Initial Option Award and the Initial RSU Award will be automatically forfeited (and be deemed to have been void *ab initio*) on the date of such stockholder meeting. Although each such award is subject to the above-mentioned condition subsequent, vesting for your Initial Option Award and your Initial RSU Award will commence on your Employment Commencement Date, and the exercise price of your Signing Bonus and your Initial Option Award is the per-share price of the Company's common stock at the close of trading on the Nasdaq Stock Market on February 17, 2017 (the date of the associated Compensation Committee approval). Your Signing Bonus, your Initial Option Award and your Initial RSU Award will otherwise be subject to the terms and conditions applicable to such awards under the Equity Incentive Plan and the relevant form of equity award agreement.

Your Signing Bonus shall be fully vested on the date of grant thereof. Your Initial Option Award will vest in equal monthly installments over the three-year period following your Employment Commencement Date (*i.e.*, 1/36th per month), subject to your Continuous Service through each applicable vesting date. Your Initial RSU Award will vest in three equal installments on the first, second and third anniversaries of the Employment Commencement Date, subject to your Continuous Service through each applicable vesting date. If the Company terminates your Continuous Service without Cause (as defined below), then you will have 12 months following the end of your Continuous Service to exercise any vested portion of your Signing Bonus and Initial Option Award. For the avoidance of doubt however, you may not exercise any vested portion of your Signing Bonus or Initial Option Award after the expiration of the term thereof.

For purposes hereof, "**Continuous Service**" means any period during which you are serving as either an employee of the Company or a member of the Company's Board (whether as an outside director or an employee director), and Continuous Service shall not be deemed to have terminated for so long as you are serving in either capacity.

Also for purposes hereof, "**Cause**" means (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 your 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) the failure to perform duties as reasonably directed by the Board, (v) gross negligence or willful misconduct with respect to the Company or its affiliates or in the performance of the your duties hereunder or as a member of the Board, (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) violation or breach of any provision of the Restrictive Covenant Agreement, (viii) a material violation of any of the terms of the Company's, its subsidiaries' or any of their affiliates' rules or policies or (ix) any other breach of this letter or any other agreement between you and the Company or any of its subsidiaries, which in the case of clauses (vii), (viii) and (ix), if curable, is not cured to the Board's satisfaction within fifteen (15) days after written notice thereof to you.

6. **Severance Protection.** You will be eligible to participate in any Company severance plan (as in effect from time to time) on the same terms available to other members of the Company's Executive Leadership Team. However, notwithstanding any terms to the contrary in such plan, you will receive full accelerated vesting of any unvested and then outstanding portion of your Initial Option Award and Initial RSU Award if (and at such time as) the Company terminates your Continuous Service without Cause.

7. **Employee Benefits and Travel Reimbursement.** You will be eligible to participate in customary employee benefit plans and programs made generally available by the Company to its employees from time to time. The Company reserves the right to add, terminate and/or amend any employee benefit plans, policies, programs and/or arrangements from time to time without notice or consideration paid to you. The Company will also reimburse you for travel to and from your principal residence to the Company's office locations, together with related accommodations while traveling.

8. **Employment Relationship.** Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause.

9. **Director Service.** During your tenure as Chief Executive Officer, the Board will nominate you to serve as a member of the Board, and submit your nomination for stockholder approval at each annual stockholders' meeting during that period. You will not receive any director compensation for your Board service with respect to any period during which you are a Company employee. In addition, you agree to serve as a member of the Board for at least two years following your termination of employment, if the Board nominates you as a director during that period and if the Company's stockholders so approve you as a director. You will receive the Company's standard director compensation package for your Board service with respect to any period during which you are no longer a Company employee.

10. **Restrictive Covenant Agreement.** As a condition to your employment with the Company, you are required to concurrently enter into an Employee Statement and Agreements Regarding Confidentiality, Proprietary Information, Invention Assignment, Non-Competition and Non-Solicitation (the "**Restrictive Covenant Agreement**"), which is attached hereto as Attachment A.

11. Employee Representations, Warranties and Covenants; Company Policies . You represent and warrant that you have no contractual commitments or other legal obligations or restrictions (including to a current or prior employer) that would prohibit or impair you from performing your duties for the Company. You agree not to violate any confidentiality, restrictive covenant (*e.g.*, a non-solicitation or non-competition obligation) or other obligations that you owe to any other person (including to a current or prior employer) during your employment with the Company. You agree to abide by the Company’s general employment policies and practices, including those set forth in its Employee Handbook, its Conflicts of Interest Policy, its Code of Ethics and its Whistleblower Policy and Procedures (as each may be amended from time to time) as well as such other policies and procedures as the Company establishes from time to time.

Please accept this offer by signing below and by signing the attached Restrictive Covenant Agreement.

Very truly yours,

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Stephen Ballas

Name: Stephen Ballas

Title: Executive Vice President & General Counsel

I hereby accept this employment offer:

/s/ Jeffrey A. Leddy

Jeffrey A. Leddy

Dated: February 21, 2017

Attachment

Attachment A: Employee Statement and Agreements Regarding Confidentiality, Proprietary Information, Invention Assignment, Non-Competition and Non-Solicitation

Signature Page to Offer of Employment

Attachment A

See attached.

Page 1 of 1

GLOBAL EAGLE ENTERTAINMENT INC.

EMPLOYEE STATEMENT & AGREEMENTS REGARDING
CONFIDENTIALITY, PROPRIETARY INFORMATION, INVENTION ASSIGNMENT, NON-COMPETITION AND
NON-SOLICITATION

In consideration of and as a condition of my employment with Global Eagle Entertainment Inc. (“*Global Eagle*”) and my receipt of the salary and other compensation to be paid to me by Global Eagle, I, the undersigned employee, do hereby agree to the following (this “*Restrictive Covenant Agreement*”):

1. PROPRIETARY INFORMATION, COPYRIGHTS, MASK WORKS & INVENTIONS

The success of Global Eagle, along with its subsidiaries, affiliates, successors and assigns (the “*Company Group*”) depends, among other things, upon strictly maintaining confidential and secret information relating to its trade secrets, technology, accounting, costs, research, development, sales, manufacturing, methods, production, testing, implementation, marketing, financial information, financial results, products, customers, suppliers, staffing levels, employees, shareholders, officers and other information peculiarly within the knowledge of and relating to Global Eagle’s business, and to which employees may acquire knowledge or have access to during the course of their employment by the Company Group. All such information is hereinafter collectively referred to as “*Proprietary Information*.” Proprietary Information shall be broadly defined. It includes all information, data, trade secrets or know-how that has or could have commercial value or other utility in Global Eagle’s business or in which the Company Group contemplates engaging. Proprietary Information also includes all information the unauthorized disclosure of which is or could be detrimental to the interests of the Company Group, whether or not such information is identified as confidential or proprietary information by the Company Group.

Notwithstanding the above, Proprietary Information shall not include any information, data, trade secrets or know-how that (i) I can prove was known by me prior to the commencement of my employment with the Company Group or (ii) is or becomes publicly known from another source that is under no obligation of confidentiality to the Company Group without fault on my part. I do not know any information, data, trade secrets or know-how that would be Proprietary Information but for this provision.

The success of the Company Group also depends upon the timely disclosure of inventions made by the Company Group employees in the course of their employment and, in appropriate circumstances, the full cooperation of employee inventors in filing, maintaining and enforcing United States and foreign country patent applications and patents covering such inventions.

In view of the foregoing and in consideration of my employment by Global Eagle and as a further condition thereof, I agree as follows:

A. PREVIOUS EMPLOYMENT

I acknowledge that it is the policy of Global Eagle to require that its employees strictly honor all obligations regarding proprietary information of former employers. I acknowledge and agree that I have a continuing obligation to protect and safeguard the proprietary information of my former employer(s), if any.

B. PROPRIETARY INFORMATION

I shall exercise utmost diligence to protect and guard the Proprietary Information of the Company Group. Neither during my employment by Global Eagle nor thereafter shall I, directly or indirectly, use for myself or another, or disclose to another, any Proprietary Information (whether acquired, learned, obtained or developed by me alone or in

conjunction with others) of the Company Group except as such disclosure or use is (i) required in connection with my employment with Global Eagle, (ii) consented to in writing by Global Eagle, or (iii) legally required to be disclosed pursuant to a subpoena or court order, and in the case of (iii), disclosure may only be made after I have informed Global Eagle of such requirement and assisted Global Eagle in taking reasonable steps to seek a protective order or other appropriate action. Except in connection with the performance of my duties and responsibilities as provided for in the Offer of Employment to which this Restrictive Covenant Agreement is attached, I agree not to remove any materials relating to the work performed at the Company Group without the prior written permission of the Chief Executive Officer (or his designee) of Global Eagle. Upon request by Global Eagle at any time, including in the event of my termination of employment with Global Eagle, I shall promptly deliver to Global Eagle, without retaining any copies, notes or excerpts thereof, all memoranda, journals, notebooks, diaries, notes, records, plats, sketches, plans, specifications, or other documents (including documents on electronic media and all records of inventions, if any) relating directly or indirectly to any Proprietary Information made or compiled by or delivered or made available to or otherwise obtained by me. Each of the foregoing obligations shall apply with respect to Proprietary Information of customers, contractors and others with whom any member of the Company Group has a business relationship, learned or acquired by me during the course of my employment by the Company Group. The provisions of this section shall continue in full force and effect after my termination of employment for whatever reason. Notwithstanding anything herein to the contrary, nothing in this Restrictive Covenant Agreement shall (i) prohibit me from making reports or participating in the investigation of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of local, state or federal law or regulation, or (ii) require notification to or prior approval by the Company Group of any reporting described in clause (i).

C. COPYRIGHT & MASK WORKS

All rights in and to any copyrightable material (including, but not limited to, computer programs) or material protectable as a mask work under the Semiconductor Chip Protection Act of 1984 which I may originate pursuant to or in connection with the Business, and which are not expressly released by Global Eagle in writing, shall be deemed as a work for hire and shall be the sole and exclusive property of the Company Group.

D. INVENTIONS

With the exception of "EXEMPT" inventions, as defined herein, any and all inventions, including original works of authorship, concepts, trade secrets, improvements, developments and discoveries, whether or not patentable or registrable under copyright or similar laws, which I may conceive or first reduce to practice (or cause to be conceived or first reduced to practice), either alone or with others during the period of my employment with the Company Group (hereinafter referred to as "***Inventions***") shall be the sole and exclusive property of the Company Group, its successors, assigns, designees, or other legal representatives ("***Company Group Representatives***") and shall be promptly disclosed to Global Eagle in writing, and I hereby assign to the Company Group all of my right, title and interest in such Inventions.

I agree to keep and maintain adequate and current written records of all Inventions and their development that I make (solely or jointly with others) during the period of employment. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company Group. The records will be available to and remain the sole property of the Company Group at all times.

I shall, without further compensation or consideration, but at no expense to me:

- (a) Communicate to Global Eagle any facts known by me respecting the Inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by Global Eagle or the Company Group, with regard to said Inventions, for protecting, obtaining, securing rights in, maintaining and enforcing any and all copyrights, patents, mask work rights or other intellectual property rights in the United States and throughout the world for said Inventions, and for perfecting, affirming, recording and maintaining in the Company Group and Company Group Representatives sole and exclusive right, title and interest in and to the Inventions, and any copyrights, Patents, mask work rights or other intellectual property rights relating thereto; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said Inventions, original works of authorship, concepts, trade secrets, improvements, developments and discoveries, any and all applications, specifications, oaths, assignments and all other instruments which Global Eagle shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Global Eagle, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

Compliance with California Labor Code Section 2870 — Inventions Made on Your Own Time — An “EXEMPT” invention is one which:

- (a) was developed entirely on my own time without using Company Group equipment, supplies, facilities, or trade secret information;
- (b) does not relate at the time of conception or reduction to practice of the invention to the Business, or to its actual or demonstrably anticipated research or development; and
- (c) does not result from any work performed by me for the Company Group.

Inventions which I consider to be “EXEMPT” but made solely or jointly with others during the term of my employment, shall be disclosed in confidence to Global Eagle for the purpose of determining such issues as may arise.

I acknowledge and agree that my obligations with respect to the foregoing shall continue after the termination of my employment with Global Eagle. If I am unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for

or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company Group as above, then I hereby irrevocably designate and appoint Global Eagle and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters, patents or copyright registrations thereon with the same legal force and effect as if executed by me.

Pursuant to the Defend Trade Secrets Act of 2016, I understand that: (i) an individual may not be held criminally or civilly liable under any U.S. federal or state trade secrets law for the disclosure of a trade secret that: (A) is made (x) in confidence to a federal, state or local government official, either directly or indirectly, or to any attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and (ii) further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret except pursuant to court order.

Listed on the attached sheet by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment by Global Eagle that I consider to be my property and excluded from this Restrictive Covenant Agreement. If I have not attached any such sheet, and it is not countersigned by the Company, then I acknowledge that there are no such inventions.

2. NON-COMPETITION AND NON-SOLICITATION

I acknowledge that Global Eagle is making a substantial investment in time, money, effort, goodwill and other resources in the business of the Company Group, and in my continued employment with Global Eagle. I acknowledge and agree that Global Eagle and the Company Group are entitled to protect their legitimate business interests and investments and prevent me from using my knowledge of its trade secrets and Proprietary Information to the detriment of the Company Group. I also acknowledge that the nature of the business of the Company Group is such that the on-going relationship among each member of the Company Group and their respective employees, clients and customers is material and has a significant effect on the ability of the Company Group to obtain business. In view of the foregoing and in consideration of my employment by Global Eagle and as further condition thereof, I agree as follows:

A. NON-COMPETITION

During the period of my employment and for twelve (12) months following the termination thereof for any reason (the "**Restricted Period**"), I, on behalf of myself or any other person or organization, shall not, and shall cause any person or organization not to, directly or indirectly, in any manner (whether on my or its own account, or as an owner, operator, manager, consultant, officer, director, employee, investor, agent or otherwise), render services for, accept compensation from, or in any other manner engage in any business (including any new business started by him or her, either alone or with others) that competes with the Company Group in any jurisdiction where the Company Group has operations or customers; *provided, however*, that the foregoing restriction shall not apply if I am employed by a company or organization that provides such a competing business so long as I am not directly or indirectly engaged by such company or

organization in the provision thereof. In addition, if I am a resident of California when my employment terminates and have performed a substantial amount of my duties in the State of California, then, as may be required by law, this Paragraph A shall not apply.

B. NON-SOLICITATION OF EMPLOYEES

During the Restricted Period, I will not, without Global Eagle's prior written consent, directly or indirectly, on behalf of myself or any other person or organization, induce, knowingly solicit or encourage to leave the employment of any member of the Company Group, any employee of any member of the Company Group, or any such person who has been an employee thereof for the six months preceding my termination of employment.

C. NON-SOLICITATION OF CUSTOMERS OR CLIENTS

During the Restricted Period, I will not solicit, induce or attempt to induce, on my own behalf or on behalf of any other person or organization, any of the Company Group's customers or clients, who I solicited or with whom I dealt or became acquainted while I was employed with Global Eagle for the purpose of either (i) inducing said client to terminate, diminish, or materially alter in a manner harmful to the Company Group its relationship with the Company Group or (ii) providing, or offering to provide, services related to the business of the Company Group to said client. If I am a resident of California when my employment terminates, then this Paragraph C shall not apply.

I acknowledge that the limits set forth herein are reasonable and properly required to adequately protect the Company Group's legitimate business interests and to prevent unfair competition. However, if in any proceeding, a court or arbitrator shall refuse to enforce this Restrictive Covenant Agreement, whether because the time limit is too long or because the restrictions contained herein are more extensive (whether as to geographic area, scope of business or otherwise) than is necessary to protect the business of Global Eagle, it is expressly understood and agreed between the parties hereto that this Restrictive Covenant Agreement is deemed modified to the extent necessary to permit this Restrictive Covenant Agreement to be enforced in any such proceedings. I further agree that if there is a breach or threatened breach of the provisions of this Section 2, the Company Group shall be entitled to an injunction restraining me from such breach or threatened breach, in addition to any other relief permitted under applicable law or pursuant to my Offer of Employment. Global Eagle will not be required to post a bond or other security in connection with, or as a condition to, obtaining such relief before a court of competent jurisdiction. Nothing herein shall be construed as prohibiting Global Eagle from pursuing any other remedies, at law or in equity, for such breach or threatened breach.

3. ARBITRATION

Any and all claims or controversies arising out of or relating to my employment, the termination thereof, or this Restrictive Covenant Agreement hereto 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 and related 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. Global Eagle shall be solely responsible for all costs of the arbitration, provided that each party shall be responsible for paying its own costs for the arbitration process, including attorneys' fees, witness fees, transcript costs, lodging and travel expenses, expert witness fees, and online research charges, subject to the last sentence of this provision. I 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. Notwithstanding and in addition to the foregoing, Global Eagle may seek injunctive or equitable relief to enforce the terms of this Restrictive Covenant Agreement in any court of competent jurisdiction.

4. GENERAL PROVISIONS

- A.** This Restrictive Covenant Agreement will be governed by the laws of the State of Delaware.
- B.** Nothing contained herein shall be construed to require the commission of any act contrary to law. Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation, or other pronouncement having the force of law, the latter shall prevail, but the provision of this Restrictive Covenant Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, and the remaining provisions of this Restrictive Covenant Agreement shall remain in full force and effect. This Restrictive Covenant Agreement may not be assigned by me without the prior written consent of Global Eagle. Subject to the foregoing sentence, this Restrictive Covenant Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Global Eagle, its successors, and its assigns, and may be assigned by Global Eagle and shall be binding and inure to the benefit of Global Eagle, its successors and assigns.
- C.** The provisions of this Restrictive Covenant Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or parts thereof shall nevertheless be binding and enforceable. In the event that any provision of this Restrictive Covenant Agreement is deemed unenforceable, Global Eagle and I agree that a court or an arbitrator chosen pursuant to the terms hereof shall reform such provision to the extent necessary to cause it to be enforceable to the maximum extent permitted by law. Global Eagle and I agree that each desires the court or arbitrator to reform such provision, and therefore agree that the court or arbitrator will have jurisdiction to do so and that each will abide by the determination of the court or arbitrator.

-
- D.** I have had the opportunity to review this Restrictive Covenant Agreement and have had the opportunity to ask questions regarding the nature of my employment with Global Eagle I have also been advised that I have been given the opportunity to allow legal counsel to assist me in the review of this Restrictive Covenant Agreement prior to my execution of this Restrictive Covenant Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with Global Eagle. I have not entered into, and I agree I will not enter into any oral or written agreements in conflict herewith.

I have read, and I understand and agree to comply with all terms and conditions above without any reservation whatsoever.

Jeffrey A. Leddy

Signature: /s/ Jeffrey A. Leddy

Date: February 21, 2017

Global Eagle Entertainment Inc.

By: /s/ Stephen Ballas

Name: Stephen Ballas

Title: Executive Vice President & General Counsel

Signature Page to Restrictive Covenant Agreement

**WAIVER OF CLAIMS,
GENERAL RELEASE
AND NON-SOLICITATION AGREEMENT**

This WAIVER OF CLAIMS, GENERAL RELEASE AND NON-SOLICITATION AGREEMENT (this “Release”) is entered into on the date(s) indicated on the signature page hereto and is to confirm that on February 17, 2017 the undersigned submitted to Global Eagle Entertainment Inc. (the “Company”) a notice of resignation from his positions as Chief Executive Officer and as a member of the Company’s Board of Directors (the “Board”), such resignations to be effective February 20, 2017 (the “Termination Date”). The Company’s Board accepted those resignations, and as such the undersigned’s at-will employment and directorship with the Company is terminated effective as of the Termination Date. Also effective as of the Termination Date, by execution of this Release, the undersigned (“you” or “Executive”) hereby resigns from all other offices and directorships you hold with the Company and any of its subsidiaries. The parties will also enter into a Consulting Agreement whereby the undersigned will render consulting and advisory services to the Company after the Termination Date.

In consideration for the severance payments and other good and valuable consideration set forth in clause B. below and in Paragraph 9 hereof, you hereby agree as follows:

A. You hereby acknowledge that you were represented by an attorney of your choice in connection with the negotiation and execution of this Release.

B. The Company will provide you with severance pay pursuant to the terms of that certain Executive Employment Agreement by and between you and the Company dated as of July 9, 2014 (as amended by Amendment No. 1 dated April 12, 2015 and Amendment No. 2 dated March 10, 2016, the “Employment Agreement”) (including Section 5(c) thereof) as if the termination of your employment with the Company is a termination “without Cause” thereunder; *provided* that the Company will pay you your severance pay in a single lump sum within five (5) business days following the expiration of your non-revocation period in respect of this Release (as provided for in Section 3 hereof) without your having revoked this Release, notwithstanding the payment timing provided for in the last sentence of Section 5(c) of your Employment Agreement. In addition, notwithstanding Section 5(e) of the Employment Agreement, the Company will also pay you an amount equal to the “actual” full-year bonus (if any) under the Company’s Annual Incentive Plan (such Plan, the “AIP,” and such bonus, the “2016 Bonus”) that you would have earned for the 2016 performance year if you had remained employed on the payment date for such bonus, which amount will be paid to you, less all applicable withholding, on the date when bonuses for the 2016 performance year are paid to executives who remain employed with the Company, which date shall in all events be no later than March 15, 2017. Your 2016 Bonus (if any) will be calculated using your current AIP bonus target percentage (*i.e.*, 100% of annual base salary) and as otherwise provided for under the AIP, except that it shall be calculated using only the “Company performance” components thereof and shall not be subject to or adjusted for any personal, discretionary or other adjustments or factors other than any across-the-board downward adjustments made for 2016 Bonuses to all members of the Company’s Executive Leadership Team. The final calculation and bonus determination (including determinations of achievement of Company performance and other performance objectives) will be in the sole discretion of the Compensation Committee of the Company’s Board of Directors.

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, the California Fair Employment and Housing Act (as amended), Calif. Gov't Code, §12900 et seq., the California Family Rights Act, California law regarding Relocations, Terminations and Mass Layoffs and the California Labor Code, all as amended; Sections 1981 through 1988 of Title 42 of the United States Code, California Business and Professions Code § 17200 or any other provisions of the California unfair trade or business practices laws, the California Occupational Safety and Health Act, Divisions 4, 4.5, and 4.7 of the California Labor Code beginning at § 3200, any provision of the California Constitution, any provision of the California Labor Code that may lawfully be released, the Minnesota Human Rights Act (the "MHRA") 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. Notwithstanding any provision of this Release to the contrary, this Release does not include a release of claims (i) arising out of a breach of this Release or any amounts due under it, (ii) with respect to any stock options or other equity in the Company held by Executive, (iii) with respect to any rights to indemnification under any indemnification agreement with the Company and/or the Company's governing documents, (iv) which cannot be released as a matter of law, including without limitation, claims for unemployment benefits, workers' compensation claims, or any rights Executive may have under California Labor Code section 2802, (v) with respect to Executive's right to communicate, cooperate or file a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law, or (vi) with respect to Executive's right to receive an award from a Governmental Entity for information provided under any whistleblower program.

(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-Solicitation. In order to preserve and protect the goodwill and value of the Company, Executive hereby agree as follows:

(a) During the period beginning on the Termination Date, and ending on the first (1st) anniversary of the Termination Date (the “Non-Solicitation Period”) Executive 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.

(b) The Company would suffer irreparable harm from a breach of the covenant contained in this Section 2. In the event of an alleged or threatened breach by Executive of this Section 2, 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-Solicitation Period described above will be tolled with respect to Executive until such alleged breach or violation is resolved. Executive agrees that the restriction in this Section 2 is a reasonable protection 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, a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, 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/ADEA and MHRA. 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. In addition, you shall have fifteen (15) days from the date of your execution of this Release to revoke this Release insofar as it extends to potential claims under the MHRA. You understand that these revocation periods shall run concurrently. The revocation must be personally delivered to the Company's General Counsel or his/her designee, or mailed to them via certified mail, return receipt requested and postmarked within seven (7) or fifteen (15) calendar days, as applicable, of your execution of this Release. This Release shall not become effective or enforceable until the 15-day revocation period has expired. Nothing herein is intended to, or shall, preclude you from filing a charge with any Governmental Entity and/or cooperating with said Governmental Entity in any investigation. However, except as is otherwise explicitly provided in Paragraph 1(a), you hereby waive any right to file a personal lawsuit and/or receive monetary damages that the Governmental Entity 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, 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. Moreover, nothing in this Release shall prohibit or impede you from communicating, cooperating or filing a complaint with any Governmental Entity with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law. Executive does not need the prior authorization of (or to give notice to) the Company regarding any such communication or disclosure. Executive understands and acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Executive understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

5. Breach. You agree that all of the payments and benefits provided for in this Release 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, Covenants and Other Acknowledgements. You affirm that the only consideration for signing this Release is described in clause B. to this Release and in this Paragraph 9, 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. Subject to Paragraph 4, 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. The Company will direct the members of its Board and of its Executive Leadership Team not to publicly disparage you or make any public comments or communications which tend to cast you in a negative light. Notwithstanding the two immediately preceding sentences, both you and the Company (and the members of its Board and of its Executive Leadership Team) may make truthful statements as required by law or legal process. The Company will reimburse you for your outside legal fees (not to exceed \$10,000 and subject to presentation of reasonable supporting documentation) incurred in connection with your consideration and negotiation of this Release. The parties acknowledge that you and the Company are party to an Indemnity Agreement dated January 31, 2013 in respect of your service as an officer and director of the Company, and that the duration of such agreement shall continue in effect from and after the date hereof in accordance with, but subject to, its terms. The Company will consider in good faith your comments and input on any press release and/or other public announcement in respect of your resignation from the Company, it being understood however that the Company may make any public disclosure that it believes is required by law, regulation, legal process or stock-exchange standard. The Company acknowledges its obligation to reimburse you for any out-of-pocket business expenses that you properly incurred in the performance of your employment services prior to your Termination Date but which have not yet been processed by the Company, subject however to your compliance with the Company's expense reimbursement policies.

10. Section 409A. This Release is intended to comply with exemptions to 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 Executive pursuant to this Release are intended to be exempt from Section 409A of the Code under either the separation pay exemption pursuant to Treasury Reg. Section 1.409A-1(b)(9) or as short term deferrals pursuant to Treasury Reg. Section 1.409A-1(b)(4). To the extent necessary to comply

with an exemption from Section 409A of the Code, references to termination of employment (and similar phrases) in this Release shall be interpreted in a manner that is consistent with the terms “separation from service” under Section 409A of the Code and the regulations or other Internal Revenue Service guidance issued thereunder.

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.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Release on the date(s) indicated below.

EXECUTIVE:

/s/ David M. Davis

Name: David M. Davis
Dated: February 20, 2017

THE COMPANY:

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Stephen Ballas

Name: Stephen Ballas
Title: EVP & General Counsel
Dated: February 20, 2017

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “*Agreement*”) dated February 21, 2017 is by and between David M. Davis (“*Consultant*”) and Global Eagle Entertainment Inc., a Delaware corporation (the “*Company*”).

RECITALS

- A. Consultant previously served as chief executive officer of the Company.
- B. On February 20, 2017 (the “*Separation Date*”), Consultant’s employment with the Company ended.
- C. The Company wishes to retain Consultant as an independent contractor to perform services requested by the Company after the Separation Date, and Consultant wishes to perform the services requested by Company, with the 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 a consultant to the Company, reporting to the Chief Executive Officer. In such capacity, Consultant shall provide the Company with such advisory and consulting services as are reasonably requested from time to time by the Company (but not to exceed Consultant’s expertise based on his prior work experience) (the “*Services*”), and shall provide the Services primarily out of the Company’s Los Angeles headquarters but shall travel as reasonably requested by the Company for purposes of rendering the Services. Consultant shall not have any authority to bind or obligate the Company with respect to third parties in any matter whatsoever, and shall not hold himself out as an employee of the Company in rendering the Services. The period during which Consultant shall provide the Services shall begin on the date hereof and end on the three-month anniversary of the date hereof, unless earlier terminated in accordance with the following sentence (such term, as so earlier terminated if applicable, the “*Term*”). Either party may terminate the Term earlier for any reason and at any time upon written notice, subject however to proviso in the first sentence of Section 2 hereof if the Company terminates this Agreement without cause (as determined by the Company in good faith applying generally the same standards as those contained in the definition of “Cause” under the Employment Agreement (as defined below), as if the Employment Agreement remained in effect). Consultant shall dedicate 100% of his available work time to providing Services to the Company during the Term.

Notwithstanding anything to the contrary in the award agreements pursuant to which the Company granted such equity or in the Company’s Amended and Restated 2013 Equity Incentive Plan (as amended), the Services hereunder shall constitute “employment,” “continuous employment” and “continued employment” for vesting purposes for any unvested equity of the Company that Consultant holds on the Separation Date, such that vesting thereon shall continue for the duration of the Term as if Consultant had remained an employee of the Company during

such period. It is further understood that for purposes of clause (b) of Section 5(c)(iii) of Consultant's Executive Employment Agreement with the Company dated as of July 9, 2014 (as amended by Amendment No. 1 dated April 12, 2015 and Amendment No. 2 dated March 10, 2016, the "***Employment Agreement***"), Consultant shall have a period of twelve (12) months following the end of the Term to exercise all vested options outstanding at the end of the Term (after giving effect to the first sentence of this paragraph), provided, however, that no such option will be exercisable following the applicable expiration date of such option.

2. Compensation and Expense Reimbursement. In sole consideration for the Services, Consultant shall be paid a fee of \$50,000.00 per month, in arrears each month, over the Term (the "***Compensation***") (prorated for any partial month of Services); provided that notwithstanding the foregoing, if the Company terminates the Term prior to the three-month anniversary of the date hereof without cause (as determined by the Company in good faith applying generally the same standards as those contained in the definition of "Cause" under the Employment Agreement, as if the Employment Agreement remained in effect), then (i) the Company shall pay Consultant an amount equal to \$150,000.00 within ten (10) business days following the end of the Term, less any fees previously paid to Consultant hereunder, and (ii) for purposes of determining the vesting of any equity in paragraph 2 of Section 1 of this Agreement, the Term shall be deemed to continue until the three-month anniversary of the date hereof. In addition, the Company will reimburse Consultant for any reasonable and documented out-of-pocket travel and out-of-town lodging expenses that Consultant properly incurs in the performance of the Services, subject to Consultant's compliance with the Company's expense reimbursement policies; provided that Consultant must submit a notice to the Company and receive prior written approval from the Company for any such expenses expected to exceed \$2,500 individually or \$5,000 in the aggregate.

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 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 during the Term 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.

4. Independent Contractor Status. Consultant shall perform the Services 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 for the Services except as set forth in this Agreement and shall in no event be entitled to any fringe benefits payable to employees of the Company, except that (i) Consultant shall be entitled to continuation of health and welfare benefits as required under the Employment Agreement following a termination "without Cause" thereunder and (ii) Consultant shall have access to a Company-provided office space at the Company's Los Angeles headquarters as well as the use of a Company-owned vehicle when in Los Angeles providing Services hereunder. 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, employees, investors, 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 prior to the commencement of the Term; or (iii) was disclosed to Consultant by a third party prior to the commencement of the Term 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) 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 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(e) hereof. 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.

(d) 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 returned to the Company, and Consultant shall certify to the Company in writing as to the completeness of the same.

(e) Nothing in this Agreement shall prohibit or impede Consultant from communicating, cooperating or filing a complaint on possible violations of U.S. federal, state or local law or regulation to or with any governmental agency or regulatory authority (collectively, a “**Governmental Entity**”), or from making other disclosures to any Governmental Entity that are protected under the whistleblower provisions of U.S. federal, state or local law or regulation, provided that such communications and disclosures are consistent with applicable law. Consultant understands and acknowledges that (i) an individual shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret

that is made (A) in confidence to a U.S. federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (ii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal; and does not disclose the trade secret except pursuant to court order. Consultant is not be required to give prior notice to (or get prior authorization from) the Company regarding any such communication or disclosure. Except as otherwise provided in this Section 5(e) or under applicable law, under no circumstance is Consultant authorized to disclose any information covered by the Company's or its affiliates' attorney-client privilege or attorney work-product privilege, or the Company's trade secrets, without the prior written consent of the Company.

(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 content and/or connectivity solutions and services for mobility markets.

(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 this Agreement, including the payment of the fees 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.

(g) Consultant's confidentiality obligations in this Section 5 are in addition to, and not in lieu of, any other such contractual, legal, fiduciary or restrictive-covenant obligations by which Consultant was bound during his employment and service as a director of the Company or entered into in respect of the termination thereof.

6. General.

(a) This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the consulting and advisory services engagement of the Consultant and replaces any previous agreement and/or communications between the parties, whether written or oral, relating thereto and may be amended or waived only by a written instrument executed by both parties.

(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. The Services are of a personal nature, and only Consultant may provide them. Consultant may not engage any other third person to assist him in the provision thereof.

(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) Subject to Section 6(c) hereof, 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.

(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, and Consultant acknowledges that he has been represented by counsel of his choosing in connection therewith. 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 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.

CONSULTANT:

David M. Davis

Signature: /s/ David M. Davis

Address:

c/o Global Eagle Entertainment Inc.
4553 Glencoe Ave., Suite 300
Los Angeles, CA 90292

THE COMPANY:

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Stephen Ballas

Name: Stephen Ballas

Title: EVP & General Counsel

Address:

c/o Global Eagle Entertainment Inc.
4553 Glencoe Ave., Suite 300
Los Angeles, CA 90292

**WAIVER OF CLAIMS AND
GENERAL RELEASE AGREEMENT**

This WAIVER OF CLAIMS AND GENERAL RELEASE AGREEMENT (this “Release”) is entered into on the date(s) indicated on the signature page hereto and is to confirm that on February 20, 2017 the undersigned submitted to Global Eagle Entertainment Inc. (the “Company”) a notice of resignation from his position as Chief Financial Officer, such resignation to be effective February 20, 2017 (the “Termination Date”). The Company has accepted this resignation, and as such the undersigned’s at-will employment with the Company is terminated effective as of the Termination Date. Also effective as of the Termination Date, by execution of this Release, the undersigned (“you” or “Executive”) hereby resigns from all other offices and directorships you hold with the Company and any of its subsidiaries.

In consideration for the severance payments and other good and valuable consideration set forth in clause B. below, you hereby agree as follows:

A. You hereby acknowledge that you had the opportunity to be represented by an attorney of your choice in connection with the negotiation and execution of this Release.

B. The Company will provide you with severance pay pursuant to the terms of that certain Employment Agreement by and between you and the Company dated August 25, 2016 and effective August 24, 2016 (the “Employment Agreement”) (including Section 12(b) thereof) as if the termination of your employment with the Company is a termination “without Cause” thereunder.

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, the California Fair Employment and Housing Act (as amended), Calif. Gov’t Code, §12900 et seq., the California Family Rights Act, California law regarding Relocations, Terminations and Mass Layoffs and the California Labor Code, all as amended; Sections 1981 through 1988 of Title 42 of the United States Code, California Business

and Professions Code § 17200 or any other provisions of the California unfair trade or business practices laws, the California Occupational Safety and Health Act, Divisions 4, 4.5, and 4.7 of the California Labor Code beginning at § 3200, any provision of the California Constitution, any provision of the California Labor Code that may lawfully be released, the Florida Civil Rights Act of 1992 (f/k/a Human Rights Act of 1977), Section 760.01 *et. seq.*, Florida Statutes (FCRA), any claims/actions under the retaliation section of Florida's Worker's Compensation statute (Chapter 440, Florida Statutes), the Florida Public Sector Whistleblower Act (Fla. Stat. § 112.3187 *et. seq.*), the Florida Private Sector Whistleblower Act (Fla. Stat. § 448.101-.105), including any claim for wrongful and retaliatory termination in violation of Section 448.103, Florida Statutes, Section 448.08, Florida Statutes, Florida's Wage Rate Provisions, Section 448.07, Florida Statutes, the Florida Minimum Wage Law, the Florida Equal Pay Act, Section 725.07, Florida Statutes, or the Florida Constitution, all as amended, 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. Notwithstanding any provision of this Release to the contrary, this Release does not include a release of claims (i) arising out of a breach of this Release or any amounts due under it, (ii) with respect to any rights to indemnification under any indemnification agreement with the Company and/or the Company's governing documents, (iii) which cannot be released as a matter of law, including without limitation, claims for unemployment benefits, workers' compensation claims, or any rights Executive may have under California Labor Code section 2802, (iv) with respect to Executive's right to communicate, cooperate or file a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law, or (v) with respect to Executive's right to receive an award from a Governmental Entity for information provided under any whistleblower program.

(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. Older Workers Benefit Protection Act/ADEA. 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 General Counsel 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 7-day revocation period has expired. Nothing herein is intended to, or shall, preclude you from filing a charge with any Governmental Entity and/or cooperating with said Governmental Entity in any investigation. However, except as is otherwise explicitly provided in Paragraph 1(a), you hereby waive any right to file a personal lawsuit and/or receive monetary damages that the Governmental Entity may recover against each of the parties released in Paragraph 1 above, without regard as to who brought any said complaint or charge.

3. 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, 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. Moreover, nothing in this Release shall prohibit or impede you from communicating, cooperating or filing a complaint with any Governmental Entity with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law. Executive does not need the prior authorization of (or to give notice to) the Company regarding any such communication or disclosure. Executive understands and acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Executive understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

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

5. 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.

6. 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.

7. 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.

8. Representations, Covenants and Other Acknowledgements. You affirm that the only consideration for signing this Release is described in clause B. to this Release, 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. Subject to Paragraph 3, 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. Notwithstanding the immediately preceding sentence, you may make truthful statements as required by law or legal process.

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.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Release on the date(s) indicated below.

EXECUTIVE:

/s/ Tom Severson

Name: Tom Severson

Dated: February 20, 2017

THE COMPANY:

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Zant Chapelo

Name: Zant Chapelo

Title: SVP, People & Organizational Development

Dated: February 20, 2017



GLOBAL EAGLE ENTERTAINMENT

Global Eagle Board Appoints Jeff Leddy Chief Executive Officer*40-Year Satellite and Telecommunications Veteran to Drive Company's Growth in Global Media and Mobility**Company also commencing CFO search; Mr. Leddy to Serve as Interim Principal Financial Officer**Company Provides Preliminary Estimate for Full Year 2016 Revenue Results*

LOS ANGELES, February 21, 2017 – Global Eagle Entertainment Inc. (NASDAQ: ENT) (“GEE,” “Global Eagle” or the “Company”) today announced that its Board of Directors has appointed Jeff Leddy as Chief Executive Officer, effective immediately. Mr. Leddy has served on the Company’s Board of Directors since January 2013 and will continue as a Director. Dave Davis resigned as a Board Director and as CEO effective February 20, 2017 to pursue other endeavors. He will continue to support the Company as a consultant during a transition period.

Ed Shapiro, Chairman of the Board of Global Eagle, said, “We are excited to bring Jeff on board as CEO. He is a widely-respected industry veteran, an experienced executive and corporate leader, and has a deep understanding of GEE’s values, customer base, and products. I have worked with Jeff in various capacities for the past ten years. He has been an invaluable member of our Board since the formation of the Company and is the right leader for Global Eagle’s next phase of development.”

Mr. Leddy is recognized as a high-caliber CEO and transformational leader of large and growing companies, most recently serving as the founder and CEO of Verizon Telematics (formerly Hughes Telematics, prior to its purchase by Verizon in July 2012), which is a leader in next generation connectivity solutions in North America, China and Europe. Prior to Verizon Telematics, Mr. Leddy held various executive positions at SkyTerra Communications, including serving as CEO and President and as a member of its board of directors, and as a director at Hughes Network Systems, a satellite and ground network operator.

Mr. Leddy said, “I am honored to lead Global Eagle at this pivotal time. GEE has progressed to become a major provider of products and services in the media and connectivity markets for aviation, maritime, and land. Our team has outlined a plan to unlock new synergies and consolidate infrastructure. I look forward to having our team develop innovative new content, portal and information services and enhance our communications infrastructure, while focusing on internal operations, synergy realization and top-line growth.”

Mr. Shapiro continued, “On behalf of the entire Board, we want to thank Dave for his hard work, dedication and unwavering commitment to Global Eagle. Since our formation, Dave served as our Chief Financial Officer, our Chief Operating Officer, and most recently as our Chief Executive Officer. Under his leadership, we more than doubled our revenue through organic growth and strategic acquisitions and diversified our revenue base with exciting new initiatives, including our planned Chinese joint-venture with Beijing Shareco to provide inflight entertainment and connectivity to the rapidly growing aviation market in China.”

Mr. Davis said, “Having been with GEE since its formation, I am pleased to have led this extraordinary company and proud of our accomplishments during my tenure. I thank everyone who has supported our team in this journey, and look forward to supporting Jeff and the executive team during my transition. I will continue to cheer for Global Eagle.”

The Company also announced that Tom Severson, Executive Vice President & Chief Financial Officer, resigned, effective February 20, 2017. The Board has initiated a CFO search to consider candidates for the position. In the interim, Mr. Leddy will serve as the Company’s principal financial officer.

10-K Filing Update

Global Eagle expects to file its Annual Report on Form 10-K for the fiscal year ended December 31, 2016 after the March 16, 2017 U.S. Securities and Exchange Commission deadline. The Company requires additional time to file its Annual Report given its increased size and complexity after the Emerging Markets Communications acquisition and the effect of that size and complexity on its financial reporting processes, its need to transition the finance department after the prior CFO’s departure and its need to complete additional financial-closing procedures associated with the Company’s material weaknesses in internal control over its financial reporting.

Guidance Update

The Company expects full year 2016 revenue to be at or near the low end of its prior guidance range of \$530-538 million.*

** The estimated full year 2016 revenue results are preliminary and unaudited. They are subject to the completion and finalization of fourth-quarter and year-end financial and accounting procedures, and reflect management’s estimate based solely upon information available to management as of the date of this press release. Further information learned during that completion and finalization may alter the final results. In addition, the preliminary estimate should not be viewed as a substitute for full year financial statements prepared in accordance with generally accepted accounting principles in the United States of America.*

Other than full-year 2016 revenue, we are not providing any other estimates of our financial performance (including, without limitation, Adjusted EBITDA) for the fourth quarter or full year 2016, and investors should no longer rely upon any previous estimates that we have made. In addition to the completion of our financial closing procedures and the procedures and audit to be conducted by our auditors, factors that could cause actual results to differ from those described above are set forth below under “Cautionary Note Concerning Forward-Looking Statements.” Accordingly, you should not place undue reliance upon our preliminary estimates.

About Global Eagle Entertainment (GEE)

Global Eagle Entertainment Inc. (NASDAQ: ENT) is a leading provider of satellite-based connectivity and media to fast-growing, global mobility markets across air, sea and land. Supported by proprietary and best-in-class technologies, GEE offers a fully integrated suite of rich media content and seamless connectivity solutions that cover the globe. With approximately 1,500 employees and 50 offices on six continents, GEE delivers exceptional service and rapid support to a diverse base of customers around the world. Find out more at: www.geemedia.com.

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

Cautionary Note Concerning Forward-Looking Statements

This release contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995, including statements regarding our final full-year 2016 revenue results, ability to achieve acquisition synergies, operations, financial performance, business initiatives and business outlook. These forward-looking statements are based on information available to us as of the date of this 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 remediate material weaknesses in our internal control over financial reporting, including in a timely manner and their effect on our ability to finalize our full-year and fourth-quarter 2016 financial results and file our associated Annual Report on Form 10-K for 2016; our ability to successfully transition the chief executive officer role; our ability to identify and retain a new chief financial officer and transition the role; our ability to generate sufficient cash flow to make payments on our indebtedness or maintain adequate liquidity; our ability to integrate our acquired businesses; the ability of our business to grow, including through acquisitions which we are able to successfully integrate, and the ability of our executive officers to manage growth profitably; any delay or inability to realize the expected benefits and synergies of our acquired businesses; our ability to negotiate and consummate the Shareco joint venture transaction and associated investment on the contemplated terms and realize the benefits therefrom; our ability to settle legacy sound recording and music composition liabilities on terms that we consider reasonable; our ability to obtain and maintain licenses for content used on legacy installed IFE systems, or our failure to have the appropriate intellectual-property licenses for our business; our ability to recognize and timely implement future technologies in the aviation, maritime and land satellite connectivity and remote-communications space; our ability to capitalize on investments in developing our service offerings, including our long-term project with QEST to develop global antenna technologies; our ability to deliver end-to-end network performance sufficient to meet increasing airline and maritime customer and passenger demand; the loss of, or failure to realize benefits from, agreements with our airline and maritime partners; the loss of relationships with original equipment manufacturers or dealers; our reliance on third-party satellite service providers and equipment and other suppliers; the result of ongoing tax audits that could result in reduction of tax carryforwards and imposition of tax penalties and interest, plus payments of back-taxes owed; the loss of additional members of management and other key employees; and other risks and uncertainties set forth in our most recent Annual Report on Form 10-K and subsequently filed Quarterly Reports on Form 10-Q.

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