

General Terms and Conditions for Aircraft Wireless Communications and Content Delivery Services

The aircraft wireless communications and content delivery services (“the **Services**”), broadband voice or vision as indicated on the Order Form, provided to you are governed by these General Terms and Conditions and the Terms of Use and Privacy Policy posted at the Site. The Services are provided to you, the Customer identified in the Order Form, by Gogo Business Aviation LLC (“**Gogo**”) and/or our partners. Activation (“**Activation**”) of your Gogo communications system (the “**System**”) and/or associated telephone number(s), as applicable, signifies your consent to these terms, which apply to any use of the Services through your System.

1. **System.** The Services are provided through different Systems with separate equipment: (a) the “**Gogo Biz® System**” – includes Gogo Biz® Data, Gogo Biz® Voice, and Gogo Text & Talk; (b) the “**Iridium® System**”, (c) the “**Inmarsat SwiftBroadband System**”, (d) the “**Gogo Vision System**”, (e) the “**Gogo Ku System**”, and the (f) “**Gogo 2Ku System**”. The terms that apply to the System you purchased (not the Service) are set forth in the agreement with the authorized Gogo dealer from which the equipment was obtained (the “**Dealer**”). You are responsible for installing, certifying, approving and maintaining the System through an authorized Gogo Dealer, and for ensuring it is technically and operationally compatible with our Service and meets all regulatory (including FAA) standards. You agree not to, and to ensure that others will not, tamper with or modify the System. Without limiting the foregoing, you agree not to operate the System or any component thereof in combination with any communications equipment not provided or approved in writing by Gogo.

2. **Services.** The Services provided may include voice and/or data telecommunications capabilities (“**Voice Service**” and/or “**Data Service**”) depending on the System installed and Services selected. The Gogo Biz Service will only operate using the ATG 2000, ATG 4000, ATG 5000, ATG 8000, AVANCE L3 or AVANCE L5 System, is designed for airborne use at altitudes greater than 10,000 feet AGL, and is available only when your ATG 2000, ATG 4000, ATG 5000, ATG 8000, AVANCE L3 or AVANCE L5 System is within the operating range of one of our base stations (you may contact us directly for information on the coverage area provided by the Gogo base stations, however, Gogo coverage area is subject to change at any time without notice). The Gogo Biz Data Service is solely intended to provide passengers and crew with email and Internet connectivity. Service on the Gogo Broadband Network is provided by us on the frequency specified by us as authorized by the Federal Communications Commission (FCC). Service on the Iridium network (the “**Iridium Service**”) is provided by Iridium Satellite LLC (the “**Underlying Carrier**”), will only operate using the Iridium System, and depends on coverage of and a clear line of sight to the serving satellite. Service on the Inmarsat network (the “**Inmarsat SwiftBroadband Service**”) is provided by Inmarsat Global Limited (the “**Underlying Carrier**”) will only operate using the Inmarsat System, and depends on coverage and a clear line of sight to the serving satellite. Service on the three networks is subject to transmission limitations caused by atmospheric, geographic, or topographic conditions. Temporary Service disruptions may occur, and Service may be temporarily refused, limited, interrupted, or curtailed as appropriate for the proper operation of the Service or for other business purposes. You are responsible for all use of the Services through your System. You must notify us immediately upon discovering any unauthorized use of your account.

3. **Use.** You agree not to, and to ensure that others will not, use the System or Services for any unlawful or abusive purpose, or in any manner that may create risk to the public or Gogo. The Services may not be resold without our prior written consent. You have no ownership rights to the assigned telephone number. We may change your number by giving you notice. SOME COUNTRIES RESTRICT OR PROHIBIT USE OF SATELLITE PHONES. YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS IN CONNECTION WITH YOUR USE OF THE SERVICES. If you have questions, we recommend you contact the embassy or trade commission of the destination country, prior to entry into that country’s airspace. Use of our Services is also governed by our Privacy Policy and Terms of Use (refer to: <https://business.gogoair.com/policies/privacy-policy/> and <https://business.gogoair.com/policies/terms-conditions/>) for details. You agree to present the Terms of Use and Privacy Policy to each individual end user of the Services and to obtain each individual end user’s consent to the Terms of Use.

4. **Charges.** You are responsible for paying all charges for Services furnished under this Agreement, including recurring monthly charges, for all calls and data sent from or received through your System, and for other related charges or fees (“**Fees**”). Gogo Biz monthly Data Service Fees apply to the Data Service and do not include any service that Gogo may introduce in the future. The Data Service Fees do not include third party use of the Gogo Broadband Network where a third party device or application is sending data to or receiving data from the aircraft. All such third party use must be formally tested and approved by Gogo and may result in additional service fees. To establish initial Services(s) we require a Receiver-Transmitter (RT) account setup/activation Fee of \$300 for the initial RT covered by this SSA and \$200 setup/activation Fee for each additional RT covered by this SSA. Activations can take up to 3 business days to implement. Service pricing can be found at the Site. Gogo may modify its Service pricing or Fee structure at any time during the term of this agreement with written notice. Any new pricing as a result of a Service plan change (Gogo initiated or Customer initiated) will become effective upon the next full billing cycle. Fees may also include amounts we charge for processing third-party billings and for Services provided by other vendors. You may upgrade your Service plans at any time. You may downgrade Service plans no more than once in a 90 day period. If you terminate Service during the first twelve (12) months of this agreement we require a \$500 early-termination Fee, and a \$300 Fee when Service is reactivated. You will be responsible for all applicable taxes and government imposed surcharges. Tax-exempt status must be documented and presented to us prior to the use of any Service for which adjustment of taxes and surcharges is requested. If tax-exempt status is claimed, provide Gogo with your tax-exempt number, Federal TIN and 499 Filer ID. By submitting this information and executing the SSA, customer certifies under penalty of perjury that they are entitled to tax-exempt status. Regardless of tax status, the Federal Universal Support Fund tax will apply to all U.S. customers. If Services are resold to a U.S. owner/operator by a Gogo authorized reseller, the reseller is responsible for collection and payment of the Federal Universal Support Fund tax. In all other cases Gogo will pass the USF tax to the U.S. based owner/operator or designated billing agent. Gogo assesses Regulatory Cost Recovery Surcharge (RCRS) monthly to defray costs of various regulatory programs. RCRS is not a tax and is not an amount Gogo is required to collect by law. RCRS and the components used to calculate it may change from time to time.

Gogo Biz Data Specific Charges and Payment Terms for Annual Package Rate Plans. When you elect to purchase an Annual Gogo Biz Data plan ("GGB Service") through one of the Gogo Annual Package Rate Plans (PRP) you will be subject to the separate terms and conditions contained herein. These terms and conditions will supersede any conflicting terms and conditions contained in the SSA. In order to establish and activate the initial GGB Service, you will be charged an activation Fee of \$300.00 for each aircraft PRP. The activation Fee is applied upon initial activation on the chosen aircraft. The minimum commitment period for the PRP is 365 days. The minimum duration period is counted from the date of activation of the annual plan. For example, a PRP that is activated on 30 November will finish on 29 November the following year. Package upgrades and downgrades take effect from the first day of the next calendar month. You will be charged and required to pay the entire annual subscription Fee per aircraft PRP in advance, upon activation of the annual plan. Should service be suspended, then the subscription Fees will continue to be payable during the period of suspension and no portion would be refunded. If the aircraft is disconnected and terminates the GGB Service under the PRP or downgrades to a lower priority PRP, no portion of the subscription Fees will be refunded. Subscriptions are automatically renewed unless a deactivation service order is received prior to the renewal date. Each aircraft PRP will cover a specific allowance of megabyte (MB) usage tied to the annual subscription Fee. Once an allowance has been used prior to the end of the annual term, out of bundle charges will apply. You will be billed for these overage charges on a monthly basis. Any allowance that is unused at the end of the minimum duration period will not be rolled over to the following period and will be lost.

SwiftBroadband Specific Charges and Payment Terms for Annual Package Rate Plans. When you elect to purchase the Inmarsat SwiftBroadband Service ("SBB Service") through one of the Gogo Annual Package Rate Plans (PRP) you will be subject to the separate terms and conditions contained herein. These terms and conditions will **supersede** any conflicting terms and conditions contained in the SSA. In order to establish and activate the initial SBB Service, you will be charged an activation Fee of \$300.00 for each aircraft PRP. The activation Fee is applied when the first SIM is activated on the chosen aircraft. The minimum commitment period for the PRP is 365 days. The minimum duration period is counted from the date of activation of the first SIM. For example, a PRP that is activated on 30 November will finish on 29 November the following year. Package upgrades and downgrades take effect from the first day of the next calendar month. You will be charged and required to pay the entire annual subscription Fee per aircraft PRP in advance, upon activation of the first SIM. Should SIMs be suspended then the subscription Fees will continue to be payable during the period of suspension and no portion would be refunded. If the aircraft is disconnected and terminates the SBB Service under the PRP or downgrades to a lower priority PRP, no portion of the subscription Fees will be refunded. Subscriptions are automatically renewed unless a deactivation service order is received prior to the renewal date. The SBB Service PRPs are configured around the aircraft as a chargeable entity rather than on each individual SIM on board an aircraft. An aircraft can have no more than four (4) SBB Service activated SIMs for each PRP. Each aircraft PRP will cover a specific allowance of megabyte (MB) usage tied to the annual subscription Fee. Any associated yearly allowances will be shared over the active SIMs and will not be allocated on a pro-rated basis for each SIM. The yearly allowances will be shared over a maximum of four (4) SIMs, with each SIM using as little or as much as required within that allowance. Once an allowance has been used prior to the end of the annual term, out of bundle charges will apply and will be based on individual SIM usage associated with the PRP. You will be billed for these overage charges on a monthly basis. Any allowance that is unused at the end of the minimum duration period will not be rolled over to the following period and will be lost. Data usage is based on Inmarsat Standard IP (Background IP) only service charged on amount of Data transferred. Other Data services such as Gogo SBB Streaming are charged on a per minute basis.

5. Billing and Payment. Recurring monthly Fees may be billed one month in advance and are due by the date set forth on the invoice. Fees for the Gogo Biz Service, Iridium Service, SwiftBroadband Service, Gogo Vision Service, Gogo Ku Service, and Gogo 2Ku Service will be billed by us or through our approved third-party billing agent. Billing cycles may change from time to time. If you have authorized payment by credit card, no additional notice or consent will be required for Fees charged to that credit card. Time is of the essence for payment and YOU AGREE TO PAY US A LATE FEE OF 1.5% PER MONTH ON ANY UNDISPUTED AMOUNT NOT PAID BY THE DUE DATE shown on the invoice, or the maximum interest rate permitted by law, whichever is lower. Acceptance of late or partial payments (even if marked with "paid in full" or similar words) will not waive our rights. We will charge an additional fee of \$25 for any check returned unpaid. Gogo reserves the right, at its sole discretion, during the term of the SSA to review your monthly usage and payment history and to require, as a condition of continuing to provide Services, a credit card, eCheck, deposit, pre-payment, or other means of securing payment. You must report any billing discrepancies within 60 days of our invoice date. WE WILL NOT BE RESPONSIBLE FOR ANY BILLING ERRORS OR FEES FOR UNAUTHORIZED ACTIVITY WHICH HAS NOT BEEN SPECIFICALLY CALLED TO OUR ATTENTION WITHIN THIS 60-DAY PERIOD. You agree to promptly inform us of any disputed amounts upon receipt of an invoice containing such disputed amounts, and the parties agree to use commercially reasonable efforts to reconcile such disputes prior to the next billing cycle. In the interest of being environmentally conscious you are encouraged to take advantage of Gogo's paperless billing options. Additionally, Gogo reserves the right to charge a nominal fee for preparation and mailing of paper invoices (\$15 per month per invoice).

6. Term and Termination. The term of this SSA for each System (and all associated telephone numbers, as applicable) begins on Activation, continues for one year, and then automatically extends for additional 1-year terms from year to year, unless otherwise terminated in accordance with the Terms set forth herein. If this SSA is terminated by you or us, an early termination fee may apply (see paragraph 4) and you remain responsible to pay all amounts owed (including monthly charges for the month of termination). In order to terminate services, you must provide written notification via email to baactivations@gogoair.com (see paragraph 15 for additional information). Your account will be terminated as of the date of notification. IF WE TERMINATE FOLLOWING YOUR DEFAULT, IN ADDITION TO ALL OTHER AMOUNTS OWED, YOU AGREE TO PAY US A \$500 PER SYSTEM CANCELLATION FEE. If we suspend services due to non-payment, you will be required to pay all outstanding Fees due plus a \$300 activation fee for each aircraft tail before services will be reactivated on your account. Gogo may also require monthly automatic payments using your credit card or eCheck. By enabling automatic payments, you authorize Gogo to debit your credit card or bank account for all charges incurred by you under this SSA for the use of the Services. If at any time your credit card or bank account becomes invalid, then Gogo shall have no obligation to provide the Services and may cease providing Services immediately, without prior notice. We may discontinue Service and/or terminate this SSA for any reason, including without limitation, if we believe that this SSA or any applicable Gogo user policy has been violated, or if you fail to pay any Fees when due. You agree

to reimburse us immediately for all costs we incur in enforcing this SSA and collecting any money you owe us, including collection charges and interest billed by a 3rd-party collections agency, legal fees and associated expenses. YOU AGREE TO PAY COLLECTION CHARGES UP TO 40% OF ANY FEES NOT PAID BY THE DUE DATE. See section 5 for calculation of late fees/interest charges.

7. Modifications. You may request the addition or deletion of Service features at any time, but such changes will not be in effect until the following billing cycle. If we discontinue or you lose your eligibility for a Service Plan, we may change you to another Service Plan upon notice. If you misrepresent your eligibility for a particular Service Plan, you agree to pay us the additional amount you would owe under the most similar Service Plan for which you are eligible. We may reengineer the Service or make technical modifications to the Service at any time at our sole discretion. Should any modification of the Service require upgrade or replacement of your System to remain compatible, you will be responsible for the upgrade or replacement of your System and all associated costs.

8. Use Limits and Network Management. Gogo may, at its discretion, prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on your use of the Service for certain applications. In times of heavy network usage, this may impact the functioning of high bandwidth applications. As with any mobile broadband network, speed may vary due to your device, atmospheric conditions, terrain, network capacity, and aircraft location. Content, file sharing or multiplayer gaming requiring high bandwidth, such as VoIP, streaming audio and video, and file sharing, are given a lower priority and at times may be blocked or not work consistently. Actual Service coverage, speeds, locations, and quality may vary. Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, maintenance and repair, and national security issues, and may be interrupted, refused, limited, or curtailed.

9. Privacy. Unencrypted voice and data traffic on the Service is not secure and your privacy cannot be guaranteed. You consent to our disclosure of information about your account to any person able to provide your company name and the associated Gogo customer account number, and to the making of changes to the account by any such person. You (on behalf of yourself and any other users) authorize us and the Underlying Carriers to monitor and record calls using your System or the Services in accordance with applicable laws. In addition, as referenced in Section 3 supra, use of our Services is governed by the Privacy Policy posted at <https://business.gogoair.com/policies/privacy-policy/>.

10. No Flight Critical Information. THE SYSTEM IS NOT INTENDED TO BE FLIGHT CRITICAL EQUIPMENT. THE SERVICE IS NOT INTENDED TO PROVIDE FLIGHT CRITICAL INFORMATION, AND DOES NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. It is your responsibility to make such provision as may be required by law or good aviation practices for the transmission of priority or distress communications over facilities other than the Service. The aircraft pilot in command is responsible for obtaining all appropriate flight critical information from official sources, and to act accordingly.

11. Proprietary Rights. You acknowledge that all the intellectual property rights in the Service and the underlying technology, and all content on the Site are owned by Gogo or its affiliates, or Gogo's licensors. All rights not expressly licensed are reserved. You agree not to reproduce (except to view content on the Site for your personal purposes), reverse engineer, modify, or create derivative works based on the Service or Site content. Except as expressly permitted under this Agreement or other Gogo agreements with authorized third-party billing agents, you agree not to rent, lease, loan, or sell access to the Service or provide the Service to any third party on a service bureau or time sharing basis or otherwise.

12. LIMITATION OF LIABILITY AND INDEMNITY. NEITHER WE NOR AN UNDERLYING CARRIER: (A) WILL BE LIABLE FOR ANY NONPERFORMANCE CAUSED BY ANOTHER SERVICE PROVIDER, EQUIPMENT FAILURE, OR CAUSES BEYOND OUR REASONABLE CONTROL; (B) ASSUME ANY LIABILITY FOR SERVICE OUTAGES OF 24 HOURS OR LESS (AND LIABILITY FOR ANY SERVICE FAILURE WILL IN NO EVENT EXCEED THE SERVICE CHARGES FOR THE AFFECTED PERIOD); (C) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU (ON BEHALF OF YOURSELF AND YOUR USERS) WAIVE ANY RIGHT TO MAKE ANY CLAIM AGAINST US OR ANY UNDERLYING CARRIER FOR INJURY, LOSS OR DAMAGE ARISING FROM THE USE OF THE SYSTEM, INSTALLATION OR REPAIR OF THE SYSTEM, OR ANY UNAVAILABILITY OR FAILURE OF THE SERVICE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS US, OUR AGENTS AND AFFILIATES, AND ANY UNDERLYING CARRIER, AGAINST ANY DAMAGES OR COSTS ARISING OUT OF THE USE OF THE SERVICES, UNLESS DUE TO OUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR UNLAWFUL ACTS. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

13. NO WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO EXPRESS WARRANTY CONCERNING THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HAVE NO CONTROL OVER AND NO LIABILITY TO YOU OR ANY USER OF THE SERVICE FOR ANY INFORMATION, PRODUCTS, THIRD-PARTY DATA APPLICATIONS OR SERVICES ON THE INTERNET. WE HAVE NO OBLIGATION TO YOU OR ANY USER TO MONITOR OR EDIT THE SERVICE. WE DO NOT WARRANT THAT THE DATA SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET, AND YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE QUALITY AND MERCHANTABILITY OF ALL INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH THE SERVICE OR THE INTERNET. WE MAKE NO WARRANTY CONCERNING THE SYSTEM, EXCEPT THE GOGO LIMITED WARRANTY PROVIDED WITH YOUR SYSTEM. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT. This section and the preceding section apply to the maximum extent permitted by applicable law. Some jurisdictions do not allow limitations on certain liabilities for personal injuries, implied warranties or consequential

damages, so some of the above limitations may not apply to you. This Agreement gives you specific legal rights; you may also have other rights, which vary by jurisdiction.

14. Fraud. Neither the Iridium telephone number nor the System's Electronic Serial Number (ESN) or International Mobile Equipment Identity (IMEI) may be assigned to any other equipment. No other telephone number, ESN or IMEI may be programmed into the System. These acts are considered fraud and will result in immediate termination of this SSA. If your System is lost or stolen and/or Service is fraudulently used or counterfeited, you must notify us immediately and promptly provide us with requested documentation and information (including affidavits and police reports). You agree to cooperate with us in any investigation and to use any fraud prevention or detection precautions we prescribe.

15. Notice. Written notices to you will be effective on the day of the effective transmission of an email or fax, or three days following the date deposited in the postal service addressed to your company's business address, each as listed in our records. You are responsible for notifying us of any change of address. Written and verbal notices of changes should be directed to our Customer Service department. Account administrative changes will be effective when received. Changes relating to Service plans or features will be effective on the next billing cycle. Your notice to us must specify your company name, the Gogo customer account number, and, as appropriate, reference the affected aircraft tail number(s).

16. General. This Subscriber Service Agreement constitutes the entire agreement between us regarding the Services and is applicable to any use thereof. We may amend this SSA by giving you at least 30 days written notice. We may amend any user policy by posting the revised policy on our Site. Continued use of the Services constitutes acceptance of any amendment we make. No other amendment or waiver will be valid unless accepted by us in writing. We may assign or delegate all or part of our rights or duties under this SSA. Upon assumption of our obligation by our successor, we will be released from all liability. You may assign this SSA only with our prior written consent and any unauthorized assignment shall be void and of no effect. This SSA will be binding upon you and any successors or assigns. This SSA will be governed by U.S. Federal law (including the regulations of the FAA and the FCC) and the laws of the State of Illinois, without regard to choice of law principles. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in Chicago, Illinois over any suit, action or proceeding arising out of or relating to this SSA. If any part of this SSA is found invalid, it will be modified to the minimum extent required, and this SSA will be enforced as modified. You agree that your faxed signature or online acceptance of this SSA is valid and binding.