

GOGO BUSINESS AVIATION LLC SMARTSHIELD™ ENROLLMENT AGREEMENT

This SmartShield™ Enrollment Agreement (“**Agreement**”) is entered into by and between you, the Customer identified in the Order Form and Gogo Business Aviation LLC (“**Gogo**”) and/or our partners. This Agreement is not a contract of insurance.

1. Definitions

1.1 “**Contract Year**” means each twelve (12) calendar month period beginning on the first day of the month following the Effective Date and each anniversary of the Effective Date for the term of the Agreement.

1.2 “**Covered Product**” means the eligible Gogo ATG Classic (ATG 1000, 2000, 4000, or 5000) or AVANCE L3, L5 and SCS product(s) identified in the Order Form. All Axxess products, including the CTR, are excluded from this program.

1.3 “**Effective Date**” means the effective date set forth on the Order Form.

1.4 “**Order Form**” means the order form attached to this Agreement.

1.5 “**Subscriber Service Agreement**” or “**SSA**” means the Gogo Business Aviation Subscriber Service Agreement between you and Gogo identified on the Order Form.

1.6 “**Warranty**” means the Gogo Business Aviation Standard Limited Warranty applicable to the Covered Products.

1.7 **Other Terms.** Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the Subscriber Service Agreement or Warranty, as applicable.

2. Eligibility and Commitment

2.1 **Eligibility.** To be eligible to enroll in the SmartShield™ program, you must (a) own (or purchase at the time of enrollment) one or more Covered Products, (b) have an active SSA in good standing with a Gogo Biz Data plan of 1GB/month or higher, and (c) the covered equipment must be in good working order at the time of enrollment. For the duration of your enrollment in the SmartShield™ program, you must remain in good standing under the SSA, including payment of all charges under the SSA, and maintain a Gogo Biz Data plan of 1GB/month or higher. Failure to maintain eligibility will result in termination of this Agreement and your enrollment in SmartShield™, including termination of the benefits set forth in Section 3, and will be subject to the termination charges set forth in Section 4.2 below.

2.2 **Data Plan Commitment.** Upon enrollment in the SmartShield™ program, the term of your existing Gogo Biz Data plan under the SSA will be automatically extended for a three year period concurrent with the term of your SmartShield™ subscription, notwithstanding anything in the SSA or other plan documents to the contrary. During such period, you may upgrade or downgrade your Gogo Biz Data package in accordance with the terms of the SSA

provided that you may not downgrade below 1GB/month. Termination of your Gogo Biz Data plan or downgrading below 1GB/month during the term of your SmartShield™ enrollment will result in termination of this Agreement and your enrollment in SmartShield™, including termination of the benefits set forth in Section 3, and will be subject to the termination charges set forth in Section 4.2 below.

3. Scope Of Services

The services provided under the SmartShield™ program consist of the following (collectively, the “**Services**”).

3.1 Covered Products. The SmartShield™ program described in this Agreement is available to customers who purchased certain Gogo ATG Classic and AVANCE products from Gogo or our licensed dealers. You are the sole and exclusive party to this Service Contract as the purchaser of the Covered Product. This Agreement is not transferrable or assignable to any third party and the benefits arising thereunder cannot be resold in any manner to any third party.

3.2 Extended Warranty. For the duration of your enrollment in the SmartShield™ program, the Covered Products will receive the same services as are described in the Warranty, including repairs, shipping of parts, repair of parts, and any associated labor to the extent provided under the Warranty.

3.3 Overage Forgiveness. If you exceed the limit of your Gogo Biz Data Plan in any given month, you can elect to have overage fees, up to a maximum of \$4,000, waived for that month (“**Overage Credit**”). You are entitled to one Overage Credit per Contract Year. The Overage Credit can only be applied to your most current invoice and applies only to overage charges, not to monthly service charges or any other fees or charges. If the Overage Credit exceeds the overage charges, the unused amount of the Overage Credit will be forfeited and is not available for use in any future month.

3.4 Gogo Vision 360 Discount. For the duration of your enrollment in the SmartShield™ program, you are eligible for a discount of ten percent (10%) off of the monthly service fees for the Gogo Vision 360 monthly service. This discount is available to new and existing subscriptions, but may not be combined with any other discounts, promotional pricing, or trial offers unless otherwise specified in such offers.

3.5 Expedited Parts Delivery. For the duration of your enrollment in the SmartShield™ program, shipment on any repair or replacement parts for a Covered Part will be automatically upgraded to expedited shipping at no additional charge. Note that delivery guarantees are limited those provided by the shipping service used and is subject to the carrier’s own terms and conditions.

3.6 Free Yearly Training. You will have access to a selection of SmartShield™ live virtual training classes and up to four people may each attend one such class each Contract Year at no charge to you. Unused training classes cannot be carried over to subsequent years and cannot be applied to other Gogo training classes.

3.7 **Discounted Onsite FSE.** If you request onsite FSE services, you are entitled a discount of 50% off of the standard hourly rates for the first eight hours of customized onsite support in each Contract Year. This discount applies only to hourly labor costs for the Gogo onsite technician and does not apply to travel costs, parts, or other expenses. Onsite support may include on-site user training, crew training, integration needs, test flights, system evaluation, operational analysis, and more.

3.8 **Upgrade Rebate.** If you currently own an ATG Classic system (ATG 1000, 2000, 4000, or 5000) and upgrade to an AVANCE L5, you are entitled to a rebate of \$10,000 on the hardware price of the AVANCE L5 system. This rebate may be used in addition to any other upgrade promotions available at the time of your upgrade, subject to the terms of any such promotions. This rebate may only be claimed once in any Contract Year subscription period.

3.9 **Roll-over Data.** If you don't use all of your monthly Gogo Biz Data Plan data allotment in a given month, you may roll over unused data to the following month in an amount up to ten percent (10%) of your subscription's standard monthly allotment. The rollover data may only be used in the immediately following month and will not carry over to future months. This benefit only applies to single-tail monthly subscriptions and may not be shared across fleets.

3.10 **SSA Price Protection.** For each three year term of this Agreement, you will be protected from price increases on your data plan under the SSA. Gogo will provide you at least thirty (30) days' notice of any planned increase in the price of Gogo's standard data plans and you will have the opportunity to change your plan to any data plan of 1GB/month or higher prior to the effective date of the price increase. Once the price increases become effective, your price will remain locked in at the price prior to that increase for the remainder of the then-current three year term of this Agreement. If you later choose to change your data plan, your new plan will be at the current rates. At the end of the then-current three year term of this Agreement, the price of your data plan will be adjusted to the then-current prices for that data plan.

3.11 **Changes in Services.** Gogo may modify the scope of SmartShield™ program services at any time during the term of this Agreement with written notice. Any reduction in the SmartShield™ program services will not take effect until the next renewal of this Agreement unless such reduction is required in order to comply with applicable law. Fees may also include amounts we charge for processing third-party billings and for Services provided by other vendors.

4. Fees and Payment Terms

4.1 Subscription Fees.

(a) The SmartShield™ subscription fee each three year term of this Agreement (“Fees”) are set forth in the Order Form and are payable in three equal annual installments. Each installment of the Fees will be billed prior to the start of each Contract Year and is due on the date set forth on the invoice.

(b) Gogo may also require 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 Agreement. If at any time your

credit card or bank account becomes invalid, then Gogo shall have no obligation to provide the SmartShield™ program services and may cease providing them immediately, without prior notice.

(c) 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 this Agreement 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).

(d) 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.

4.2 Termination Charges. If this Agreement is terminated for any reason prior to the end of the then-current term, you will be responsible for a termination charges equal to the average monthly Gogo Biz service charges accrued for the twelve months (or the term of the SSA if shorter) prior to the date of termination times the number of months remaining in the term of this Agreement plus all outstanding charges for services, data, overage, and equipment for which you have not paid us prior to termination . No portion of any subscription fees paid under the SSA will be refunded but any such amounts attributable to future periods will be applied to

these termination charges. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Gogo and you agree to pay such fees.

5. Term and Termination.

5.1 **Term.** The initial term of this Agreement begins on first day of the month in which the Effective Date occurs and continues until the end of the third Contract Year (for a total of thirty seven (37) months of coverage. **At the end of the initial term, this Agreement will automatically extend for additional three year terms, including the data plan commitment set forth in Section 2.2, unless otherwise terminated in accordance with the Terms set forth herein.** Gogo will provide at least thirty (30) days' prior notice of any extension and you may elect not to renew coverage at any time prior to the effective date of such extension or thirty (30) days following the extension date.

5.2 Termination.

(a) We may terminate this Agreement for any reason, including without limitation, if we believe that this Agreement, the SSA, or any applicable Gogo user policy has been violated, or if you fail to pay any Fees when due.

(b) If your SSA is terminated for any reason or you fail to maintain a data plan of 1GB/month or higher for the entirety of the then-current term, this Agreement will automatically terminate without requirement of any notice or other action.

(c) If data service under the SSA is suspended, with or without Gogo's consent, for greater than ninety (90) days, this Agreement will automatically terminate without requirement of any notice or other action

(d) You agree to reimburse us immediately for all costs we incur in enforcing this Agreement 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 4 for calculation of late fees/interest charges.

(e) If this Agreement is terminated for any reason other than a non-renewal in accordance with Section 5.1, early termination charges will apply as set forth in Section 4.2. This fee is in addition to any fees you may owe under the SSA or other agreements.

6. LIMITATION OF LIABILITY AND INDEMNITY.

WILL NOT 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 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, 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.

7. 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 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. 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.

8. 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. Your notice to us must specify your company name, the Gogo customer account number, and, as appropriate, reference the affected aircraft tail number(s).

9. General.

9.1 Entire Agreement. This Agreement constitutes the entire agreement between us regarding the Services and is applicable to any use thereof. No amendment or waiver will be valid unless accepted by us in writing. This Agreement does not constitute an amendment to or modification of the terms of the SSA or Warranty, each of which are subject to their own terms.

9.2 Assignment. We may assign or delegate all or part of our rights or duties under this Agreement. Upon assumption of our obligation by our successor, we will be released from all liability. You may assign this Agreement only with our prior written consent and only in connection with the transfer of the Covered Products, the SSA, and Warranty to which the

Services relate. Any unauthorized assignment shall be void and of no effect. This Agreement will be binding upon you and any successors or assigns.

9.3 **Governing Law.** This Agreement will be governed by U.S. Federal law (including the regulations of the FAA and the FCC) and the laws of the State of Colorado, without regard to choice of law principles. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in Denver, Colorado over any suit, action or proceeding arising out of or relating to this Agreement. If any part of this Agreement is found invalid, it will be modified to the minimum extent required, and this Agreement will be enforced as modified. You agree that your faxed signature or online acceptance of this Agreement is valid and binding.

THIS IS A LEGAL CONTRACT. I represent and warrant that the information provided herein is accurate and complete. I have read, understand, and agree to be bound by this SmartShield™ Enrollment Agreement. I am authorized to sign this agreement on behalf of the Customer, or I will be personally responsible for all charges detailed hereunder. By signing and clicking “Submit” below, I am agreeing to be bound by the terms of this Agreement.