

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended March 31, 2024

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number 001-33963

Iridium Communications Inc.

(Exact name of registrant as specified in its charter)

DE
(State or other jurisdiction of
incorporation or organization)

26-1344998
(I.R.S. Employer
Identification No.)

1750 Tysons Boulevard, Suite 1400, McLean, VA 22102
(Address of principal executive offices, including zip code)

703-287-7400
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, \$0.001 par value	IRDM	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of the registrant's common stock, par value \$ 0.001 per share, outstanding as of April 11, 2024 was 121,428,519.

IRIDIUM COMMUNICATIONS INC.

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PART I.
Iridium Communications Inc.
Condensed Consolidated Balance Sheets
(In thousands, except per share data)

	March 31, 2024	December 31, 2023
	(Unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 174,025	\$ 71,870
Accounts receivable, net	93,025	91,715
Inventory	92,538	91,135
Prepaid expenses and other current assets	17,204	16,364
Total current assets	376,792	271,084
Property and equipment, net	2,158,250	2,195,758
Equity method investments	65,556	67,130
Other assets	94,383	86,708
Intangible assets, net	40,977	41,095
Total assets	\$ 2,735,958	\$ 2,661,775
Liabilities and stockholders' equity		
Current liabilities:		
Short-term secured debt	\$ 16,250	\$ 15,000
Accounts payable	22,554	28,671
Accrued expenses and other current liabilities	42,928	54,826
Deferred revenue	31,269	33,057
Total current liabilities	113,001	131,554
Long-term secured debt, net	1,587,507	1,467,490
Deferred income tax liabilities, net	123,767	114,642
Deferred revenue, net of current portion	42,434	43,965
Other long-term liabilities	15,564	16,025
Total liabilities	1,882,273	1,773,676
Commitments and contingencies		
Stockholders' equity:		
Common stock, \$0.001 par value, 300,000 shares authorized, 121,643 and 122,776 shares issued and outstanding at March 31, 2024 and December 31, 2023, respectively	122	123
Additional paid-in capital	1,069,638	1,089,466
Accumulated deficit	(256,319)	(235,397)
Accumulated other comprehensive income, net of tax	40,244	33,907
Total stockholders' equity	853,685	888,099
Total liabilities and stockholders' equity	\$ 2,735,958	\$ 2,661,775

See notes to unaudited condensed consolidated financial statements.

Iridium Communications Inc.
Condensed Consolidated Statements of Operations and Comprehensive Income
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended March 31,	
	2024	2023
Revenue:		
Services	\$ 148,577	\$ 139,349
Subscriber equipment	24,868	41,676
Engineering and support services	30,408	24,248
Total revenue	203,853	205,273
Operating expenses:		
Cost of services (exclusive of depreciation and amortization)	46,449	36,605
Cost of subscriber equipment	13,880	27,139
Research and development	7,198	3,878
Selling, general and administrative	36,811	38,684
Depreciation and amortization	49,744	75,819
Total operating expenses	154,082	182,125
Operating income	49,771	23,148
Other income (expense), net:		
Interest expense, net	(20,663)	(17,890)
Other income, net	43	219
Total other expense, net	(20,620)	(17,671)
Income before income taxes and loss on equity method investments	29,151	5,477
Income tax benefit (expense)	(7,931)	5,453
Loss on equity method investments	(1,567)	(1,155)
Net income	\$ 19,653	\$ 9,775
Weighted average shares outstanding - basic	123,151	127,058
Weighted average shares outstanding - diluted	123,993	128,738
Net income per share - basic and diluted	\$ 0.16	\$ 0.08
Comprehensive income:		
Net income	\$ 19,653	\$ 9,775
Foreign currency translation adjustments	(396)	91
Unrealized gain (loss) on cash flow hedges, net of tax (see Note 6)	6,733	(9,656)
Comprehensive income	\$ 25,990	\$ 210

See notes to unaudited condensed consolidated financial statements.

Iridium Communications Inc.
Condensed Consolidated Statements of Changes in Stockholders' Equity
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended March 31, 2024						Three Months Ended March 31, 2023					
	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	
	Shares	Amount			Stockholders' Equity		Shares	Amount			Stockholders' Equity	
Balances at beginning of period	122,776	\$ 123	\$ 1,089,466	\$ (235,397)	\$ 33,907	\$ 888,099	125,902	\$ 126	\$ 1,124,610	\$ (47,744)	\$ 51,563	\$ 1,128,555
Stock-based compensation	—	—	15,026	—	—	15,026	—	—	14,446	—	—	14,446
Stock options exercised and awards vested	850	1	2,077	—	—	2,078	1,024	1	2,743	—	—	2,744
Stock withheld to cover employee taxes	(134)	—	(3,986)	—	—	(3,986)	(114)	—	(7,029)	—	—	(7,029)
Repurchases and retirements of common stock	(1,849)	(2)	(16,663)	(40,575)	—	(57,240)	(888)	(1)	(7,971)	(45,151)	—	(53,123)
Dividends	—	—	(16,282)	—	—	(16,282)	—	—	(213)	—	—	(213)
Cumulative translation adjustments	—	—	—	—	(396)	(396)	—	—	—	—	91	91
Unrealized gain (loss) on cash flow hedges, net of tax	—	—	—	—	6,733	6,733	—	—	—	—	(9,656)	(9,656)
Net income	—	—	—	19,653	—	19,653	—	—	—	9,775	—	9,775
Balances at end of period	121,643	\$ 122	\$ 1,069,638	\$ (256,319)	\$ 40,244	\$ 853,685	125,924	\$ 126	\$ 1,126,586	\$ (83,120)	\$ 41,998	\$ 1,085,590

See notes to unaudited condensed consolidated financial statements.

Iridium Communications Inc.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2024	2023
Cash flows from operating activities:		
Net income	\$ 19,653	\$ 9,775
Adjustments to reconcile net income to net cash provided by operating activities:		
Deferred income taxes	6,785	(5,937)
Depreciation and amortization	49,744	75,819
Stock-based compensation (net of amounts capitalized)	14,000	12,766
Amortization of deferred financing fees	595	1,045
Loss on equity method investments	1,567	1,155
All other items, net	143	118
Changes in operating assets and liabilities:		
Accounts receivable	(1,425)	(18,359)
Inventory	(1,383)	2,630
Prepaid expenses and other current assets	(973)	1,211
Other assets	1,336	1,047
Accounts payable	(4,184)	1,170
Accrued expenses and other current liabilities	(10,669)	(8,532)
Deferred revenue	(3,164)	(3,992)
Other long-term liabilities	(599)	(974)
Net cash provided by operating activities	71,426	68,942
Cash flows from investing activities:		
Capital expenditures	(14,564)	(22,905)
Investment in related party	—	(10,000)
Net cash used in investing activities	(14,564)	(32,905)
Cash flows from financing activities:		
Borrowings under the Term Loan	124,844	—
Payments on the Term Loan	(4,063)	(4,125)
Repurchases of common stock	(57,240)	(53,123)
Payment of deferred financing fees	(54)	—
Proceeds from exercise of stock options	2,078	2,744
Tax payment upon settlement of stock awards	(3,986)	(7,029)
Payment of common stock dividends	(16,055)	(16,428)
Net cash provided by (used in) financing activities	45,524	(77,961)
Effect of exchange rate changes on cash and cash equivalents, and restricted cash	(231)	(254)
Net increase (decrease) in cash and cash equivalents, and restricted cash	102,155	(42,178)
Cash, cash equivalents, and restricted cash, beginning of period	71,870	168,770
Cash, cash equivalents, and restricted cash, end of period	\$ 174,025	\$ 126,592
Supplemental cash flow information:		
Interest paid, net of amounts capitalized	\$ 20,876	\$ 18,774
Income taxes paid, net	\$ 1,350	\$ 903
Supplemental disclosure of non-cash investing and financing activities:		
Property and equipment received but not paid	\$ 3,277	\$ 6,403
Dividends accrued on common stock	\$ 1,556	\$ 401
Capitalized stock-based compensation	\$ 1,026	\$ 1,680

See notes to unaudited condensed consolidated financial statements.

Iridium Communications Inc.
Notes to Condensed Consolidated Financial Statements

1. Basis of Presentation and Principles of Consolidation

Iridium Communications Inc. (the "Company") prepared its condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). The Company's operations are primarily conducted through, and its operating assets are owned by, its principal operating subsidiary, Iridium Satellite LLC, Iridium Satellite LLC's immediate parent, Iridium Holdings LLC, and their respective subsidiaries. The accompanying condensed consolidated financial statements include the accounts of (i) the Company, (ii) its wholly owned subsidiaries, and (iii) all less than wholly owned subsidiaries that the Company controls. All material intercompany transactions and balances have been eliminated.

In the opinion of management, the condensed consolidated financial statements reflect all normal recurring adjustments that the Company considers necessary for the fair presentation of its results of operations and cash flows for the interim periods covered, and of the financial position of the Company at the date of the interim condensed consolidated balance sheet. The operating results for interim periods are not necessarily indicative of the operating results for the entire year. Certain information and footnote disclosures normally included in consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to instructions, rules and regulations prescribed by the U.S. Securities and Exchange Commission ("SEC"). These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, as filed with the SEC on February 15, 2024.

2. Significant Accounting Policies

Fair Value Measurements

The Company evaluates assets and liabilities subject to fair value measurements on a recurring and non-recurring basis to determine the appropriate level to classify them for each reporting period. Fair value is the price that would be received from the sale of an asset or paid to transfer a liability assuming an orderly transaction in the most advantageous market at the measurement date. U.S. GAAP establishes a hierarchical disclosure framework which prioritizes and ranks the level of observability of inputs used in measuring fair value.

The fair value hierarchy consists of the following tiers:

- Level 1, defined as observable inputs such as quoted prices in active markets for identical assets or liabilities;
- Level 2, defined as observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The fair value estimates are based upon certain market assumptions and information available to the Company. The carrying values of the following financial instruments approximated their fair values as of March 31, 2024 and December 31, 2023: (1) cash and cash equivalents, (2) prepaid expenses and other current assets, (3) accounts receivable, (4) accounts payable, and (5) accrued expenses and other current liabilities. Fair values approximate their carrying values because of their short-term nature. The Level 2 cash equivalents include money market funds, commercial paper and short-term U.S. agency securities. The Company also classifies its derivative financial instruments as Level 2. In determining fair value of Level 2 assets, the Company uses a market approach utilizing valuation models that incorporate observable inputs such as interest rates, bond yields and quoted prices for similar assets. The Company did not hold any Level 3 assets as of March 31, 2024 or December 31, 2023.

Leases

For new leases, the Company will determine if an arrangement is or contains a lease at inception. Leases are included as (1) right-of-use ("ROU") assets within other assets and (2) ROU liabilities within accrued expenses and other liabilities and are included within other long-term liabilities on the Company's condensed consolidated balance sheets.

ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Certain leases contain variable contractual obligations as a result of future base rate escalations which are estimated based on observed trends and included within the measurement of present value. The Company's leases do not provide an implicit rate. The Company uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The ROU asset also includes any lease payments made and excludes lease incentives. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Company has lease agreements with lease and non-lease components, which are generally accounted for separately. For certain leases, such as teleport network facilities, the Company elects the practical expedient to combine lease and non-lease components as a single lease component. Taxes assessed on leases in which the Company is either a lessor or lessee are excluded from contract consideration and variable payments when measuring new lease contracts or remeasuring existing lease contracts.

Inventory

Inventory consists primarily of finished goods and raw materials from third-party manufacturers. The Company outsources manufacturing of subscriber equipment to a third-party manufacturer and purchases accessories from third-party suppliers. The Company's cost of inventory includes an allocation of overhead, including payroll and payroll-related costs of employees directly involved in bringing inventory to its existing condition, and freight. Inventories are valued using the average cost method and are carried at the lower of cost or net realizable value.

The Company has a manufacturing agreement with Benchmark Electronics Inc. ("Benchmark") to manufacture most of its subscriber equipment. Pursuant to the agreement, the Company may be required to purchase excess materials at cost plus a contractual markup if the materials are not used in production within the periods specified in the agreement. Benchmark will then repurchase such materials from the Company at the same price paid by the Company, as required for the production of the subscriber equipment.

The following table summarizes the Company's inventory balances:

	March 31, 2024	December 31, 2023
	(In thousands)	
Finished goods	\$ 47,952	\$ 48,698
Raw materials	45,410	43,599
Inventory valuation reserve	(824)	(1,162)
Total	<u>\$ 92,538</u>	<u>\$ 91,135</u>

Property and Equipment

The Company assesses its long-lived assets for impairment when indicators of impairment are present. During the fourth quarter of 2023, the Company updated its estimate of the satellites' remaining useful lives based on the health of the constellation and related engineering data. As a result, the estimated useful lives of the satellites were extended by five years, from 12.5 years to 17.5 years. This change will result in lower depreciation expense and hosted payload revenue for each of the first three quarters of 2024, compared to the corresponding quarter of the prior year.

Derivative Financial Instruments

The Company uses derivatives to manage its exposure to fluctuating interest rate risk on variable rate debt. Its derivatives are measured at fair value and are recorded on the condensed consolidated balance sheets within other assets and other current liabilities. When the Company's derivatives are designated as cash flow hedges, the effective portion of the changes in fair value of the derivatives are recorded in accumulated other comprehensive income within the Company's condensed consolidated balance sheets and subsequently recognized in earnings when the hedged items impact earnings. Any ineffective portion of a derivative's change in fair value will be recognized in earnings in the same period in which the hedged interest payments affect earnings. Within the condensed consolidated statements of operations and comprehensive income, the gains and losses related to cash flow hedges are recognized within interest income (expense), net, as this is the same financial statement line item used for any gains or losses associated with the hedged items. Cash flows from hedging activities are included in operating activities within the Company's condensed consolidated statements of cash flows, which is the same category as the item being hedged. See [Note 6](#) for further information.

3. Cash and Cash Equivalents

Cash and Cash Equivalents

The following table presents the Company's cash and cash equivalents:

	March 31, 2024	December 31, 2023	Recurring Fair Value Measurement
	(In thousands)		
Cash and cash equivalents:			
Cash	\$ 11,513	\$ 32,526	
Money market funds	162,512	39,344	Level 2
Total cash and cash equivalents	<u>\$ 174,025</u>	<u>\$ 71,870</u>	

4. Leases

Lessor Arrangements

Operating leases in which the Company is a lessor consist primarily of hosting agreements with Aireon LLC ("Aireon") (see [Note 12](#)) and L3Harris Technologies, Inc. ("L3Harris") for space on the Company's satellites. These agreements provide for a fee that will be recognized over the estimated useful lives of the satellites, currently estimated to be approximately 17.5 years from their respective in-service dates. Lease income related to these agreements was \$ 3.1 million and \$5.4 million for the three months ended March 31, 2024 and 2023, respectively. The decrease for the quarter ended March 31, 2024 as compared to March 31, 2023 was solely the result of the change in estimated useful life of the satellites, which was made in the fourth quarter of 2023. Lease income is recorded as hosted payload and other data service revenue within service revenue on the Company's condensed consolidated statements of operations and comprehensive income.

Aireon has made payments to the Company pursuant to its hosting agreement, and the Company expects Aireon will continue to do so. L3Harris has prepaid all amounts owed to the Company pursuant to its hosting arrangement. The following table presents future income with respect to the Company's operating leases in which it is the lessor existing at March 31, 2024, exclusive of the \$3.1 million recognized during the three months ended March 31, 2024, by year and in the aggregate:

Year Ending December 31,	Amount
	(In thousands)
2024	\$ 9,293
2025	12,391
2026	12,391
2027	12,391
2028	12,391
Thereafter	82,106
Total lease income	\$ 140,963

5. Debt

Term Loan and Revolving Facility

Pursuant to a credit agreement (as amended to date, the "Credit Agreement"), the Company previously entered into a term loan totaling \$ 1,500.0 million (as so amended and restated, the "Term Loan") and an accompanying \$100.0 million revolving loan (the "Revolving Facility"). The Term Loan has been repriced on multiple occasions. The Term Loan was issued at a price equal to 99.75% of its face value and bears interest at an annual rate equal to the Secured Overnight Financing Rate ("SOFR") plus 2.5%, with a 0.75% SOFR floor. The Company typically selects a one-month interest period, with the result that interest is calculated using one-month SOFR. Interest is paid monthly on the last business day of the month. The Revolving Facility bears interest at the same rate (but without a SOFR floor) if and as drawn, with no original issue discount, and a commitment fee of 0.5% per year on the undrawn amount, which was reduced to 0.375% in the first quarter of 2024 because the Company had a consolidated first lien net leverage ratio (as defined in the Credit Agreement) of less than 3.5 to 1. The maturity date of the Term Loan is in September 2030. The Revolving Facility has a maturity date in September 2028.

On March 25, 2024, the Company closed on an additional \$ 125.0 million under its Term Loan. On April 1, 2024, the Company used these proceeds, together with cash on hand, to complete the acquisition of Satelles, Inc. (see [Note 13](#)). The additional amount borrowed is fungible with the original \$1,500.0 million, and has the same maturity date, interest rate and other terms, but was issued at a price equal to 99.875% of its face value. The Company paid \$ 0.2 million of original issuance costs related to the expansion of the Term Loan, which, was deferred and will be amortized over the remaining term of the loan.

Principal payments, payable quarterly, are equal to approximately \$ 16.3 million per annum (one percent of the full principal amount of the Term Loan following the March 2024 increase), with the remaining principal due upon maturity. The Company had not borrowed under the Revolving Facility as of March 31, 2024.

As of March 31, 2024 and December 31, 2023, the Company reported an aggregate of \$ 1,620.9 million and \$1,500.0 million in borrowings under the Term Loan, respectively. These amounts do not include \$17.1 million and \$17.5 million of net unamortized deferred financing costs as of March 31, 2024 and December 31, 2023, respectively. The net principal balance in borrowings in the accompanying consolidated balance sheets as of March 31, 2024 and December 31, 2023 amounted to \$1,603.8 million and \$1,482.5 million, respectively. As of March 31, 2024 and December 31, 2023, based upon recent trading prices (Level 2 - market approach), the fair value of the Company's borrowings under the Term Loan was \$1,622.0 million and \$1,506.6 million, respectively.

The Credit Agreement restricts the Company's ability to incur liens, engage in mergers or asset sales, pay dividends, repay subordinated indebtedness, incur indebtedness, make investments and loans, and engage in other transactions as specified in the Credit Agreement. The Credit Agreement provides for specified exceptions, including baskets measured as a percentage of

trailing twelve months of earnings before interest, taxes, depreciation and amortization ("EBITDA"), and unlimited exceptions in the case of incurring indebtedness and liens and making investments, dividend payments, and payments of subordinated indebtedness, based on achievement and maintenance of specified leverage ratios. The Credit Agreement also contains an annual mandatory prepayment sweep mechanism with respect to a portion of the Company's excess cash flow (as defined in the Credit Agreement) in the event the Company's net leverage ratio rises above 3.5 to 1. As of December 31, 2023, the Company was below the specified leverage ratio, and a mandatory prepayment sweep was therefore not required. The Credit Agreement permits repayment, prepayment, and repricing transactions.

The Credit Agreement contains no financial maintenance covenants with respect to the Term Loan. With respect to the Revolving Facility, the Credit Agreement requires the Company to maintain a consolidated first lien net leverage ratio (as defined in the Credit Agreement) of no greater than 6.25 to 1 if more than 35% of the Revolving Facility has been drawn. The Credit Agreement contains other customary representations and warranties, affirmative and negative covenants, and events of default. The Company was in compliance with all covenants as of March 31, 2024.

Interest on Debt

Total interest incurred includes amortization of deferred financing fees and capitalized interest. The Company incurred third-party financing costs of \$ 1.6 million in connection with the expansion of the Term Loan in March 2024, materially all of which was expensed. The amounts expensed are included within interest expense on the condensed consolidated statement of operations and comprehensive income. The following table presents the interest and amortization of deferred financing fees related to the Term Loan:

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
Total interest incurred	\$ 23,185	\$ 21,336
Amortization of deferred financing fees	\$ 623	\$ 1,111
Capitalized interest	\$ 1,058	\$ 1,330

As of March 31, 2024 and December 31, 2023, accrued interest on the Term Loan was \$ 1.1 million and \$1.0 million, respectively.

6. Derivative Financial Instruments

The Company is exposed to interest rate fluctuations related to the Term Loan. The Company has reduced its exposure to fluctuations in the cash flows associated with changes in the variable interest rate by entering into offsetting positions through the use of interest rate hedges. This will reduce the negative impact of increases in the variable rate over the term of the derivative contracts. These contracts are not used for trading or other speculative purposes. Historically, the Company has not incurred, and does not expect to incur in the future, any losses as a result of counterparty default.

Interest Rate Cap

In July 2021, the Company entered into an interest rate cap contract (the "Cap"), which had an effective date of December 2021. The Cap manages the Company's exposure to interest rate movements on a portion of the Term Loan through November 2026. In December 2022, the Company modified the Cap to replace the LIBOR base rate with SOFR, consistent with a prior amendment to the Term Loan. With the change from LIBOR to SOFR, the Company received a credit risk adjustment of 0.064%. The modified Cap now provides the Company with the right to receive payment from the counterparty if one-month SOFR exceeds 1.436%. Prior to the modification the Company received payment under the terms of the Cap if one-month LIBOR exceeded 1.5%. The Company pays a fixed monthly premium based on an annual rate of 0.31% for the Cap. The Cap carried a notional amount of \$ 1.0 billion as of March 31, 2024 and December 31, 2023.

The Cap, which was not affected by the expansion of the Term Loan in March 2024, is designed to mirror the terms of the Term Loan and to offset the cash flows being hedged. The Company designated the Cap as a cash flow hedge of the variability of the SOFR-based interest payments on the Term Loan. The effective portion of the Cap's change in fair value is recorded in accumulated other comprehensive income. Any ineffective portion of the Cap's change in fair value will be recorded in current earnings as interest expense.

Hedge effectiveness of the current interest rate cap contract is based on a long-haul hypothetical derivative methodology and includes all changes in value. The Company formally assesses, both at the hedge's inception and on an ongoing quarterly basis, whether the designated derivative instruments are highly effective in offsetting changes in the cash flows of the hedged items. When the hedging instrument is sold, expires, is terminated, is exercised, no longer qualifies for hedge accounting, is de-designated, or is no longer probable, hedge accounting is discontinued prospectively.

Fair Value of Derivative Instruments

As of March 31, 2024 and December 31, 2023, the Company had an asset balance of \$ 74.8 million and \$66.5 million, respectively, for the fair value of the Cap and a liability balance of \$7.7 million and \$8.4 million, respectively, for the fair value of the Cap premium. Both the Cap and the Cap premium are recorded net within other assets on the condensed consolidated balance sheet.

During each of the three months ended March 31, 2024 and March 31, 2023, the Company collectively incurred \$ 0.8 million in interest expense for the Cap premium. Interest expense was reduced by \$9.9 million and \$7.7 million for the three months ended March 31, 2024 and 2023, respectively, for payments received related to the Cap.

Gains and losses resulting from fair value adjustments to the Cap are recorded within accumulated other comprehensive income within the Company's condensed consolidated balance sheets and reclassified to interest expense on the dates that interest payments become due. Cash flows related to the derivative contracts are included in cash flows from operating activities on the condensed consolidated statements of cash flows. Over the next 12 months, the Company expects any gains or losses for cash flow hedges amortized from accumulated other comprehensive income into earnings to have an immaterial impact on the Company's consolidated financial statements.

The following table presents the amount of unrealized gain or loss and related tax impact associated with the derivative instruments that the Company recorded in its condensed consolidated statements of operations and comprehensive income:

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
Unrealized gain (loss), net of tax	\$ 6,733	\$ (9,656)
Tax benefit (expense)	\$ (2,346)	\$ 2,936

7. Stock-Based Compensation

In May 2023, the Company's stockholders approved the amendment and restatement of the Company's 2015 Equity Incentive Plan (as so amended and restated, the "Amended 2015 Plan"). As of March 31, 2024, the remaining aggregate number of shares available for future grants under the Amended 2015 Plan was 9,421,592. The Amended 2015 Plan provides for the grant of stock-based awards, including nonqualified stock options, incentive stock options, restricted stock, restricted stock units ("RSUs"), stock appreciation rights and other equity securities to employees, consultants and non-employee directors of the Company and its affiliated entities. The number of shares of common stock available for issuance under the Amended 2015 Plan is reduced by (i) one share for each share of common stock issued pursuant to an appreciation award, such as a stock option or stock appreciation right with an exercise or strike price of at least 100% of the fair market value of the underlying common stock on the date of grant, and (ii) 1.8 shares for each share of common stock issued pursuant to any stock award that is not an appreciation award, also known as a "full value award." The Amended 2015 Plan allows the Company to utilize a broad array of equity incentives and performance cash incentives in order to secure and retain the services of its employees, directors and consultants, and to provide long-term incentives that align the interests of its employees, directors and consultants with the interests of the Company's stockholders. The Company accounts for stock-based compensation at fair value.

Restricted Stock Units

Beginning in 2024, the RSUs granted to employees for service vest over three years, with 34% vesting on the first anniversary of the grant date and the remainder vesting ratably on a quarterly basis thereafter, subject to continued employment. RSUs granted prior to March 2024 generally vest over four years, with 25% vesting on the first anniversary of the grant date and the remainder vesting ratably on a quarterly basis thereafter, subject to continued employment. Some RSUs granted to employees for performance vest upon the completion of defined performance goals, subject to continued employment. The RSUs granted to non-employee members of the Board of Directors generally vest in full on the first anniversary of the grant date. The RSUs granted to non-employee consultants generally vest 50% on the first anniversary of the grant date, with the remaining 50% vesting quarterly thereafter through the second anniversary of the grant date. The Company's RSUs are classified as equity awards because the RSUs will be settled in the Company's common stock upon vesting. The fair value of the RSUs is determined at the grant date based on the closing price of the Company's common stock on the date of grant. The related compensation expense is recognized over the service period, or shorter periods based on the retirement eligibility of the grantees, and is based on the grant date fair value of the Company's common stock and the number of shares expected to vest. The fair value of the awards is not remeasured at the end of each reporting period. RSUs do not carry voting rights until they are vested, although certain unvested RSUs are entitled to accrue dividends equivalent rights, and shares (including additional shares issuable upon satisfaction of any accrued dividend equivalent rights) are issued upon settlement in accordance with the terms of the award.

RSU Summary

The following tables summarize the Company's RSU activity:

	Shares Underlying RSUs	Weighted- Average Grant Date Fair Value Per RSU
	(In thousands)	
Outstanding at December 31, 2023	2,795	\$ 40.24
Granted	1,959	30.35
Forfeited	(16)	49.49
Released	(643)	50.08
Outstanding at March 31, 2024	4,095	\$ 33.92
Vested and unreleased at March 31, 2024 ⁽¹⁾	736	

	Shares Underlying RSUs	Weighted- Average Grant Date Fair Value Per RSU
	(In thousands)	
Outstanding at December 31, 2022	2,970	\$ 31.60
Granted	989	59.47
Forfeited	(20)	38.59
Released	(656)	37.09
Outstanding at March 31, 2023	3,283	\$ 38.85
Vested and unreleased at March 31, 2023 ⁽¹⁾	793	

⁽¹⁾ These RSUs were granted to the Company's Board of Directors as a part of their compensation for board and committee service and had vested but had not yet settled, meaning that the underlying shares of common stock had not been issued and released.

Service-Based RSUs

The majority of the annual compensation the Company provides to non-employee members of its Board of Directors is paid in the form of RSUs. Some members of the Company's Board of Directors may elect to receive the remainder of their annual compensation, or a portion thereof, in the form of RSUs. An aggregate amount of approximately 51,000 and 44,000 service-based RSUs were granted to the non-employee members of the Company's Board of Directors as a result of these payments and elections during the three months ended March 31, 2024 and 2023, respectively, with an estimated grant date fair value of \$2.0 million and \$2.3 million, respectively.

During the three months ended March 31, 2024 and 2023, the Company granted approximately 1,086,000 and 563,000 service-based RSUs, respectively, to its employees, with an estimated aggregate grant date fair value of \$32.3 million and \$34.0 million, respectively.

Performance-Based RSUs

In March 2024 and 2023, the Company granted approximately 461,000 and 193,000 annual incentive, performance-based RSUs, respectively, to the Company's executives and employees (the "Bonus RSUs"), with an estimated grant date fair value of \$13.7 million and \$11.9 million, respectively. Vesting of the Bonus RSUs is dependent upon the Company's achievement of defined performance goals over the respective fiscal year. The Company records stock-based compensation expense related to performance-based RSUs when it is considered probable that the performance conditions will be met. Management believes it is probable that substantially all of the 2024 Bonus RSUs will vest. The level of achievement, if any, of performance goals will be determined by the compensation committee of the Company's Board of Directors and, if such goals are achieved, the 2024 Bonus RSUs will vest, subject to continued employment, in March 2025. Substantially all of the 2023 Bonus RSUs vested in March 2024 upon the determination of the level of achievement of the performance goals.

Additionally, in March 2024 and 2023, the Company granted approximately 278,000 and 134,000 long-term, performance-based RSUs, respectively, to the Company's executives (the "Executive RSUs"). The estimated aggregate grant date fair value of the Executive RSUs grants was \$8.2 million in both 2024 and 2023. Vesting of the Executive RSUs is dependent upon the Company's achievement of defined performance goals over a two-year period. The vesting of the March 2023 Executive RSUs will ultimately range from 0% to 150% of the number of shares underlying the Executive RSUs granted, and the vesting of the

March 2024 Executive RSUs will ultimately range from 0% to 200% of the number of shares underlying the Executive RSUs granted, in each case based on the level of achievement of the performance goals. If the Company achieves the performance goals, 50% of the number of Executive RSUs earned based on performance will vest on the second anniversary of the grant date, and the remaining 50% will vest on the third anniversary of the grant date, in each case subject to the executive's continued service as of the vesting date, which may be accelerated based on the retirement eligibility of the grantees. During March 2024 and 2023, the Company awarded approximately 83,000 and 55,000 additional shares, respectively, related to long-term, performance-based RSUs granted to the Company's executives in 2022 and 2021, respectively, for over-achievement of performance targets for the performance periods ended December 31, 2023 and 2022, respectively.

Stock Option Awards

Stock option awards granted to employees generally (i) have a term of ten years, (ii) vest over four years with 25% vesting after the first year of service and the remainder vesting ratably on a quarterly basis thereafter, (iii) are contingent upon employment on the vesting date, and (iv) have an exercise price equal to the fair market value of the underlying shares at the date of grant. The fair value of stock options was determined at the grant date using the Black-Scholes option pricing model.

Option Summary

A summary of the activity of the Company's stock options is as follows:

	Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
(In thousands, except years and per share data)				
Options outstanding at December 31, 2023	676	\$ 11.55	2.39	\$ 20,036
Cancelled or expired	(1)	18.45		
Exercised	(207)	10.04		\$ 3,639
Options outstanding and exercisable at March 31, 2024	468	\$ 12.21	2.54	\$ 6,540

	Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
(In thousands, except years and per share data)				
Options outstanding at December 31, 2022	1,185	\$ 9.97	2.64	\$ 49,094
Cancelled or expired	(3)	10.25		
Exercised	(368)	7.46		\$ 19,993
Options outstanding and exercisable at March 31, 2023	814	\$ 11.10	2.90	\$ 41,365

8. Equity Transactions

Preferred Stock

The Company is authorized to issue 2.0 million shares of preferred stock with a par value of \$ 0.0001 per share. The Company previously issued 1.5 million shares of preferred stock, all of which have converted to common stock. The remaining 0.5 million authorized shares of preferred stock remain undesignated and unissued as of March 31, 2024 and December 31, 2023. As of March 31, 2024 and December 31, 2023, there were no outstanding shares of preferred stock, as all previously designated and issued preferred stock was converted into common stock in prior periods.

Dividends

Stockholders are entitled to receive, when and if declared by the Company's Board of Directors from time to time, dividends and other distributions in cash, stock or property from the Company's assets or funds legally and contractually available for such purposes. In December 2022, the Company's Board of Directors initiated a quarterly dividend. For the three months ended March 31, 2024 and 2023, the Company paid dividends of \$0.13 per share of common stock, on March 28, 2024 and March 30, 2023, to stockholders of record as of March 15, 2024 and 2023. These dividends resulted in total payments of \$16.1 million and \$16.4 million for the three months ended March 31, 2024 and 2023, respectively. The Company's liability related to dividends on common shares underlying unvested RSUs was \$1.6 million and \$1.3 million as of March 31, 2024 and December 31, 2023, respectively. The Board of Directors plans to increase the quarterly dividend to \$0.14 per share starting with the second quarter 2024 dividend.

Share Repurchase Program

Since February 2021, the Company's Board of Directors has authorized the repurchase of up to \$1,000.0 million of the Company's common stock through December 31, 2025. This timeframe can be extended or shortened by the Board of Directors. Repurchases may be made from time to time on the open market at prevailing prices or in negotiated transactions off the market. The Company records share repurchases at cost, which includes broker commissions and related excise taxes. All shares are immediately retired upon repurchase in accordance with the board-approved policy. When treasury shares are retired, the Company's policy is to allocate the excess of the repurchase price over the par value of shares acquired first, to additional paid-in capital, and then to retained earnings/accumulated deficit. The portion to be allocated to additional paid-in capital is calculated by applying a percentage, determined by dividing the number of shares to be retired by the number of shares outstanding, to the balance of additional paid-in capital as of the date of retirement.

During the three months ended March 31, 2024 and 2023, the Company repurchased and subsequently retired 1.8 million and 0.9 million shares of its common stock, respectively, for a total purchase price of \$55.6 million and \$53.1 million, respectively. During the three months ended March 31, 2024, the Company incurred \$0.6 million of related taxes, which are not included in the total purchase price. The Company did not incur taxes on repurchases during the three months ended March 31, 2023. In addition, in March 2024, the Company purchased 40,000 shares for \$1.0 million, which were settled and retired in April 2024. As such, these shares are recorded as treasury stock as of March 31, 2024. As of March 31, 2024, \$277.4 million remained available and authorized for repurchase under this program.

9. Revenue

The following table summarizes the Company's services revenue:

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
Commercial services revenue:		
Voice and data	\$ 54,977	\$ 52,448
IoT data	39,455	31,950
Broadband	13,692	13,448
Hosted payload and other data	13,953	15,003
Total commercial services revenue	122,077	112,849
Government services revenue	26,500	26,500
Total services revenue	\$ 148,577	\$ 139,349

The following table summarizes the Company's engineering and support services revenue:

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
Commercial	\$ 1,153	\$ 5,686
Government	29,255	18,562
Total engineering and support services revenue	\$ 30,408	\$ 24,248

Approximately 43% and 46% of the Company's accounts receivable balance at March 31, 2024 and December 31, 2023, respectively, was due from prime contracts or subcontracts with agencies of the U.S. government.

The Company's contracts with customers generally do not contain performance obligations with terms in excess of one year. As such, the Company does not disclose details related to the value of performance obligations that are unsatisfied as of the end of the reporting period. The total value of any performance obligations that extend beyond one year is immaterial to the financial statements.

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and deferred revenue (contract liabilities) on the condensed consolidated balance sheets. The Company bills amounts under its agreed-upon contractual terms at periodic intervals (for services), upon shipment (for equipment), or upon achievement of contractual milestones or as work progresses (for engineering and support services). Billing may occur subsequent to revenue recognition, resulting in unbilled accounts receivable (contract assets). The Company may also receive payments from customers before revenue is recognized, resulting in deferred revenue (contract liabilities). The Company recognized revenue that was previously recorded as deferred revenue in the amounts of \$11.4 million and \$14.3 million for the three months ended March 31, 2024 and 2023, respectively.

The Company has also recorded costs of obtaining contracts expected to be recovered in prepaid expenses and other current assets (contract assets or commissions), that are not separately disclosed on the condensed consolidated balance sheets. The commissions are recognized over the estimated usage period. The following table presents contract assets not separately disclosed:

	March 31, 2024	December 31, 2023
	(In thousands)	
Contract Assets:		
Commissions	\$ 964	\$ 1,114
Other contract costs	\$ 1,927	\$ 1,970

10. Income Taxes

Income before income taxes and loss on equity method investments was \$ 29.2 million for the three months ended March 31, 2024, while the income tax expense was \$7.9 million. The effective tax rate was 27.2% for the three months ended March 31, 2024, which differed from the federal statutory rate of 21%, primarily due to the discrete tax expense associated with stock compensation and nondeductible executive compensation partially offset by the deduction for foreign derived intangible income.

Income before income taxes and loss on equity method investments was \$ 5.5 million for the three months ended March 31, 2023, while the income tax benefit was \$5.5 million. The effective tax rate was (99.6)%, which differed from the federal statutory rate of 21%, primarily due to the discrete tax benefit associated with stock compensation, partially offset by tax expense associated with nondeductible executive compensation.

11. Net Income Per Share

The Company calculates basic net income per share by dividing net income attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period. In periods of net income, diluted net income per share takes into account the effect of potential dilutive common shares when the effect is dilutive. Potentially dilutive common shares include (i) shares of common stock issuable upon exercise of outstanding stock options and (ii) contingently issuable RSUs that are convertible into shares of common stock upon achievement of certain service and performance requirements. The effect of potentially dilutive common shares is computed using the treasury stock method.

The following table summarizes the computations of basic and diluted net income per share:

	Three Months Ended March 31,	
	2024	2023
	(In thousands, except per share data)	
Numerator:		
Net income - basic and diluted	\$ 19,653	\$ 9,775
Denominator:		
Weighted average common shares — basic	123,151	127,058
Dilutive effect of stock options	337	698
Dilutive effect of RSUs	505	982
Weighted average common shares — diluted	123,993	128,738
Net income per share - basic and diluted	\$ 0.16	\$ 0.08

The following table presents the incremental number of shares underlying stock options and RSUs outstanding with anti-dilutive effects:

	Three Months Ended March 31,	
	2024	2023
	(In thousands)	
Service-based RSUs	—	102

12. Related Party Transactions

Aireon LLC and Aireon Holdings LLC

The Company's satellite constellation hosts the Aireon[®] system. The Aireon system was developed by Aireon LLC, which the Company formed in 2011 and which received subsequent investments from several air navigation service providers ("ANSPs") to provide a global air traffic surveillance service through a series of automatic dependent surveillance-broadcast ("ADS-B") receivers on the Company's satellites. Aireon has contracted to offer this service to ANSPs, which use the service to provide improved air traffic control services over the oceans, as well as polar and remote regions. Aireon also markets its data and services to airlines and other commercial users. The Company and the other Aireon investors hold their interests in Aireon Holdings LLC ("Aireon Holdings") through an amended and restated LLC agreement ("Aireon Holdings LLC Agreement"). Aireon Holdings holds 100% of the membership interests in Aireon, which is the operating entity.

In June 2022, the Company entered into a subscription agreement with Aireon Holdings and invested \$ 50.0 million in exchange for an approximately 6% preferred membership interest. The Company's investment in Aireon Holdings is accounted for as an equity method investment. The carrying value of the Company's investment in Aireon was \$43.6 million and \$44.6 million as of March 31, 2024 and December 31, 2023, respectively. The investments by the Company prior to June 2022 had previously been written down to a carrying value of zero.

At each of March 31, 2024 and December 31, 2023, the Company's fully diluted ownership stake in Aireon Holdings was approximately 39.5%, which is subject to partial future redemption under provisions contained in the Aireon Holdings LLC Agreement.

Under the agreements with Aireon, Aireon will pay the Company fees of \$ 200.0 million to host the ADS-B receivers, of which \$ 94.5 million had been paid as of March 31, 2024. These fees are recognized over the estimated useful life of the satellites, which is expected to result in revenue of approximately \$9.3 million per year, following the change in estimate of the useful lives of the satellites that occurred in the fourth quarter of 2023. The Company recognized \$2.3 million and \$4.0 million of hosting fee revenue under the Hosting Agreement for the three months ended March 31, 2024 and 2023, respectively.

Additionally, Aireon pays power and data services fees of approximately \$ 23.5 million per year, in the aggregate for the delivery of air traffic surveillance data over the Iridium[®] system. The Company recorded \$5.9 million of power and data service fee revenue from Aireon for each of the three months ended March 31, 2024 and 2023.

Under two services agreements, the Company also provides Aireon with administrative services and support services, the fees for which are paid monthly. Aireon receivables due to the Company under these two agreements totaled \$2.2 million at each of March 31, 2024 and December 31, 2023.

The Company and the other Aireon investors have agreed to participate pro-rata, based on their fully diluted ownership stakes, in funding an investor bridge loan to Aireon. The Company's maximum funding commitment for the bridge loan is \$11.9 million. No bridge loan amounts were outstanding as of March 31, 2024 or December 31, 2023.

Satelles

In the first quarter of 2023, the Company entered into a stock purchase agreement with Satelles, Inc. ("Satelles") and invested \$ 10.0 million, in addition to its previous equity investment in Satelles. The Company's fully diluted ownership stake in Satelles was approximately 19.5% at each of March 31, 2024 and December 31, 2023. The Company's investment in Satelles was accounted for as an equity method investment and had a carrying value of approximately \$21.2 million and \$21.8 million as of March 31, 2024 and December 31, 2023, respectively.

On March 2, 2024, the Company entered into a merger agreement to acquire the remaining equity of Satelles, which was consummated on April 1, 2024 (see [Note 13](#) below).

13. Subsequent Events

On April 1, 2024, the Company closed its acquisition of Satelles, Inc., a provider of satellite-based time and location services that complement and protect GPS and other GNSS systems. This acquisition supports Iridium's long-term business objectives. Subject to the terms and conditions of the Merger Agreement, Satelles was merged with a subsidiary of the Company, with Satelles as the surviving entity, now a direct and indirect wholly owned subsidiary of the Company. The Company paid approximately \$124.5 million in cash to the shareholders of Satelles to acquire the remaining 80.5% of the outstanding shares of Satelles that it did not previously own.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

You should read the following discussion along with our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed on February 15, 2024 with the Securities and Exchange Commission, or the SEC, as well as our condensed consolidated financial statements included in this Form 10-Q.

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. For this purpose, any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. Such forward-looking statements include those that express plans, anticipation, intent, contingencies, goals, targets or future development or otherwise are not statements of historical fact. Without limiting the foregoing, the words "believe," "anticipate," "plan," "expect," "intend" and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based on our current expectations and projections about future events, and they are subject to risks and uncertainties, known and unknown, that could cause actual results and developments to differ materially from those expressed or implied in such statements. The important factors described under the caption "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed on February 15, 2024, could cause actual results to differ materially from those indicated by forward-looking statements made herein. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Overview of Our Business

We are engaged primarily in providing mobile voice and data communications services using a constellation of orbiting satellites. We are the only commercial provider of communications services offering true global coverage, connecting people, organizations and assets to and from anywhere, in real time. Our low-earth orbit, L-band satellite network provides reliable, weather-resilient communications services to regions of the world where terrestrial wireless or wireline networks do not exist or are limited, including remote land areas, open ocean, airways, the polar regions and regions where the telecommunications infrastructure has been affected by political conflicts or natural disasters.

We provide voice and data communications services to businesses, the U.S. and foreign governments, non-governmental organizations and consumers via our satellite network, which has an architecture of 66 operational satellites with in-orbit spares and related ground infrastructure. We utilize an interlinked mesh architecture to route traffic across the satellite constellation using radio frequency crosslinks between satellites. This unique architecture minimizes the need for ground facilities to support the constellation, which facilitates the global reach of our services and allows us to offer services in countries and regions where we have no physical presence.

We sell our products and services to commercial end-users through a wholesale distribution network, encompassing approximately 105 service providers, 305 value-added resellers, or VARs, and 80 value-added manufacturers, or VAMs, who either sell directly to the end user or indirectly through other service providers, VARs or dealers. These distributors often integrate our products and services with other complementary hardware and software and have developed a broad suite of applications using our products and services targeting specific lines of business.

At March 31, 2024, we had approximately 2,333,000 billable subscribers worldwide, an increase of 282,000, or 14%, from approximately 2,051,000 billable subscribers as of March 31, 2023. We have a diverse customer base, with end users in land mobile, Internet of Things, or IoT, maritime, aviation and government.

Material Trends and Uncertainties

Our industry and customer base have historically grown as a result of:

- demand for remote and reliable mobile communications services;
- a growing number of new products and services and related applications;
- a broad wholesale distribution network with access to diverse and geographically dispersed niche markets;
- increased demand for communications services by disaster and relief agencies, and emergency first responders;
- improved data transmission speeds for mobile satellite service offerings;
- regulatory mandates requiring the use of mobile satellite services;
- a general reduction in prices of mobile satellite services and subscriber equipment; and
- geographic market expansion through the ability to offer our services in additional countries.

Nonetheless, we face a number of challenges and uncertainties in operating our business, including:

- our ability to maintain the health, capacity, control and level of service of our satellites;
- our ability to develop and launch new and innovative products and services;
- changes in general economic, business and industry conditions, including the effects of currency exchange rates;
- our reliance on a single primary commercial gateway and a primary satellite network operations center;
- competition from other mobile satellite service providers and, to a lesser extent, from the expansion of terrestrial-based cellular phone systems and related pricing pressures;
- market acceptance of our products;
- regulatory requirements in existing and new geographic markets;
- challenges associated with global operations, including as a result of conflicts in or affecting markets in which we operate;
- rapid and significant technological changes in the telecommunications industry;
- our ability to generate sufficient internal cash flows to repay our debt;
- reliance on our wholesale distribution network to market and sell our products, services and applications effectively;
- reliance on a global supply chain, including single-source suppliers for the manufacture of most of our subscriber equipment and for some of the components required in the manufacture of our end-user subscriber equipment and our ability to purchase component parts that are periodically subject to shortages resulting from surges in demand, natural disasters or other events, including a global pandemic; and
- reliance on a few significant customers, particularly agencies of the U.S. government, for a substantial portion of our revenue, as a result of which the loss or decline in business with any of these customers may negatively impact our revenue and collectability of related accounts receivable.

Comparison of Our Results of Operations for the Three Months Ended March 31, 2024 and 2023

(\$ in thousands)	Three Months Ended March 31,				Change	
	2024	% of Total Revenue	2023	% of Total Revenue	Dollars	Percent
Revenue:						
Services	\$ 148,577	73 %	\$ 139,349	68 %	\$ 9,228	7 %
Subscriber equipment	24,868	12 %	41,676	20 %	(16,808)	(40)%
Engineering and support services	30,408	15 %	24,248	12 %	6,160	25 %
Total revenue	203,853	100 %	205,273	100 %	(1,420)	(1)%
Operating expenses:						
Cost of services (exclusive of depreciation and amortization)	46,449	23 %	36,605	18 %	9,844	27 %
Cost of subscriber equipment	13,880	7 %	27,139	13 %	(13,259)	(49)%
Research and development	7,198	4 %	3,878	2 %	3,320	86 %
Selling, general and administrative	36,811	18 %	38,684	19 %	(1,873)	(5)%
Depreciation and amortization	49,744	24 %	75,819	37 %	(26,075)	(34)%
Total operating expenses	154,082	76 %	182,125	89 %	(28,043)	(15)%
Operating income	49,771	24 %	23,148	11 %	26,623	115 %
Other income (expense):						
Interest expense, net	(20,663)	(10) %	(17,890)	(8) %	(2,773)	16 %
Other income, net	43	— %	219	— %	(176)	(80)%
Total other expense, net	(20,620)	(10) %	(17,671)	(8) %	(2,949)	17 %
Income before income taxes and loss on equity method investments	29,151	14 %	5,477	3 %	23,674	432 %
Income tax benefit (expense)	(7,931)	(3) %	5,453	3 %	(13,384)	(245)%
Loss on equity method investments	(1,567)	(1) %	(1,155)	(1) %	(412)	36 %
Net income	\$ 19,653	10 %	\$ 9,775	5 %	\$ 9,878	101 %

Revenue

Commercial Service Revenue

Three Months Ended March 31,									
2024			2023			Change			
Billable			Billable			Billable			
Revenue	Subscribers ⁽¹⁾	ARPU ⁽²⁾	Revenue	Subscribers ⁽¹⁾	ARPU ⁽²⁾	Revenue	Subscribers	ARPU	
(Revenue in millions and subscribers in thousands)									
Commercial services:									
Voice and data	\$ 55.0	405	\$ 45	\$ 52.4	395	\$ 44	\$ 2.6	10	\$ 1
IoT data	39.4	1,766	7.57	32.0	1,501	7.22	7.4	265	0.35
Broadband ⁽³⁾	13.7	16.6	274	13.4	15.5	294	0.3	1.1	(20)
Hosted payload and other data	14.0	N/A	15.0	N/A		(1.0)	N/A		
Total commercial services	\$ 122.1	2,188	\$ 112.8	1,912		\$ 9.3	276		

⁽¹⁾ Billable subscriber numbers shown are at the end of the respective period.

⁽²⁾ Average monthly revenue per unit, or ARPU, is calculated by dividing revenue in the respective period by the average of the number of billable subscribers at the beginning of the period and the number of billable subscribers at the end of the period and then dividing the result by the number of months in the period. Billable subscriber and ARPU data is not applicable for hosted payload and other data service revenue items.

⁽³⁾ Commercial broadband service consists of Iridium OpenPort® and Iridium Certus® broadband services.

For the three months ended March 31, 2024, total commercial services revenue increased \$9.3 million, or 8%, from the prior year period primarily as a result of increases in IoT and voice and data service revenue. Commercial IoT revenue increased \$7.4 million, or 23%, for the three months ended March 31, 2024, compared to the same period of the prior year, primarily driven an 18% increase in billable subscribers including strength in personal communication devices and a new contract with a large customer executed in the first quarter of 2024. Commercial voice and data revenue increased \$2.6 million, or 5%, for the three months ended March 31, 2024, compared to the same period of the prior year, primarily due to an increase in billable subscribers and an increase in ARPU resulting from certain price increases in access fees. Commercial broadband revenue increased \$0.3 million, or 2%, for the three months ended March 31, 2024, compared to the prior year period, due to an increase in broadband billable subscribers offset in part by decrease in ARPU reflecting the increased prevalence of Iridium's service as a companion service. Hosted payload and other data service revenue decreased \$1.0 million compared to the prior year period, primarily due to the change in the estimated useful lives of our satellites in the fourth quarter of 2023.

Government Service Revenue

Three Months Ended March 31,									
2024			2023			Change			
Billable			Billable			Billable			
Revenue	Subscribers ⁽¹⁾		Revenue	Subscribers ⁽¹⁾		Revenue	Subscribers		
(Revenue in millions and subscribers in thousands)									
Government services	\$ 26.5	145	\$ 26.5	139		\$ —	6		

⁽¹⁾ Billable subscriber numbers shown are at the end of the respective period.

We provide airtime and airtime support to U.S. government and other authorized customers pursuant to our Enhanced Mobile Satellite Services, or EMSS, Contract. Under the terms of this agreement, which we entered into in September 2019, authorized customers utilize specified Iridium airtime services provided through the U.S. government's dedicated gateway. The fee is not based on subscribers or usage, allowing an unlimited number of users access to these services. For the three months ended March 31, 2024, revenue was unchanged from the prior year period, in accordance with the contract.

Subscriber Equipment Revenue

Subscriber equipment revenue decreased by \$16.8 million, or 40%, for the three months ended March 31, 2024, compared to the prior year period, primarily due to a decrease in volume of handset sales. As previously described, we expect 2024 equipment sales to be lower than in 2023 and more in line with periods prior to 2022, before we and our competitors began to experience supply chain disruptions due to the pandemic.

Engineering and Support Service Revenue

	Three Months Ended March 31,		
	2024	2023	Change
	(In millions)		
Commercial engineering and support services	\$ 1.1	\$ 5.7	\$ (4.6)
Government engineering and support services	29.3	18.5	10.8
Total engineering and support services	\$ 30.4	\$ 24.2	\$ 6.2

Engineering and support service revenue increased by \$6.2 million, or 25%, for the three months ended March 31, 2024, compared to the prior year period, primarily due to increased work under certain government contracts, predominantly the contract awarded by the Space Development Agency, or the SDA. Based on the SDA contract, we expect engineering and support service revenue, as well as associated expenses, to be generally higher than in years prior to 2023 throughout the life of the SDA contract.

Operating Expenses

Cost of Services (exclusive of depreciation and amortization)

Cost of services (exclusive of depreciation and amortization) includes the cost of network engineering and operations staff, including contractors, software maintenance, product support services and cost of services for government and commercial engineering and support service revenue.

Cost of services (exclusive of depreciation and amortization) increased by \$9.8 million, or 27%, for the three months ended March 31, 2024 from the prior year period, primarily as a result of the increase in work under certain government projects, including the SDA contract, as noted above.

Cost of Subscriber Equipment

Cost of subscriber equipment includes the direct costs of equipment sold, which consist of manufacturing costs, allocation of overhead, and warranty costs.

Cost of subscriber equipment decreased by \$13.3 million, or 49%, for the three months ended March 31, 2024, compared to the prior year period primarily due to the decrease in volume of handset sales, as described above. The percentage decrease in subscriber equipment costs was lower than the percentage decrease in subscriber equipment revenue primarily due to product mix.

Research and Development

Research and development expenses increased by \$3.3 million, or 86%, for the three months ended March 31, 2024, compared to the prior year period based on increased spending on device-related features for our network, including our recently-announced Project Stardust, which is a multi-year project to develop standards-based Narrowband-Internet of Things (NB-IoT) and Non-Terrestrial Network (NB-NTN) messaging and SOS capabilities for smartphones, tablets, cars and related consumer applications.

Selling, General and Administrative

Selling, general and administrative expenses that are not directly attributable to the sale of services or products include sales and marketing costs, as well as employee-related expenses (such as salaries, wages, and benefits), legal, finance, information technology, facilities, billing and customer care expenses.

Selling, general and administrative expenses decreased by \$1.9 million, or 5%, for the three months ended March 31, 2024, compared to the prior year period, primarily due to a decrease in stock appreciation rights expense in the current year resulting from changes in our stock valuation between the years and decreased spend related to our channel partner conference which was held in the first quarter of the prior year, offset in part by professional fees, including approximately \$1.5 million in acquisition fees associated with Satelles.

Depreciation and Amortization

Depreciation and amortization expense decreased by \$26.1 million, or 34%, for the quarter ended March 31, 2024, compared to the prior year period, which is in line with the expected decrease related to the change in the estimated useful lives of our satellites. During the fourth quarter of 2023, we updated our estimate of the satellites' remaining useful lives based on the health of the constellation, resulting in an extension of the useful lives from 12.5 years to 17.5 years. As a result of this change in estimate, we expect depreciation expense to be approximately \$83.3 million lower for the full year 2024 as compared to the full year 2023.

Interest Expense, Net

Interest expense, net increased \$2.8 million, or 16%, for the three months ended March 31, 2024, compared to the prior year quarter primarily due to \$1.6 million in fees expensed in connection with the additional Term Loan amounts borrowed in the first quarter of 2024, and an increase in the base rate of our Term Loan compared to the prior year period.

Income Tax Benefit (Expense)

For the three months ended March 31, 2024, our income tax expense was \$7.9 million, compared to income tax benefit of \$5.5 million for the prior year period. The increase in income tax expense is primarily related to the impact of stock compensation tax expense and nondeductible executive compensation plus the increase in pre-tax book income in 2024 compared to 2023.

Loss on Equity Method Investments

For the three months ended March 31, 2024, our loss on equity method investments was \$1.6 million, compared to \$1.2 million in the prior year period. The increase in loss reflects the increased portion of losses recorded on those investments.

Net Income

Net income was \$19.7 million for the three months ended March 31, 2024, compared to net income of \$9.8 million for the prior year period. The \$9.9 million increase in net income was primarily the result of the decrease in depreciation expense, as noted above, offset in part by the decrease in income tax benefit and an increase in interest expense related to the fees paid for the increase to our Term Loan and the increased base rate.

Liquidity and Capital Resources

Our primary sources of liquidity are cash provided by operations, cash and cash equivalents and our Revolving Facility. These sources are expected to meet our short-term and long-term liquidity needs for (i) required principal and interest on the Term Loan, (ii) capital expenditures, (iii) working capital, (iv) share repurchases under the program authorized by our Board of Directors, and (v) anticipated cash dividend payments to holders of our common stock.

As of March 31, 2024, our total cash and cash equivalents balance was \$174.0 million, up from \$71.9 million as of December 31, 2023, principally as a result of the additional borrowings under the Term Loan and internally generated cash flows from operations, offset in part by the \$57.2 million in repurchases of our common stock, \$14.6 million in capital expenditures and \$16.1 million in dividends paid during the three months ended March 31, 2024.

Term Loan

On September 20, 2023, pursuant to an amended and restated credit agreement, or the Credit Agreement, we refinanced our previously existing Term Loan resulting in total borrowing of \$1,500.0 million, and an accompanying \$100.0 million revolving loan, or the Revolving Facility. The Term Loan now bears interest at an annual rate equal to the Secured Overnight Financing Rate, or SOFR, plus 2.5%, with a 0.75% SOFR floor. We typically select a one-month interest period, with the result that interest is calculated using one-month SOFR. Interest is paid monthly on the last business day of the month. The maturity date of the Term Loan is in September 2030.

On March 25, 2024, pursuant to an amendment to the Credit Agreement, we increased the amount of the Term Loan by an additional \$125.0 million, to fund our acquisition of Satelles, Inc. which closed on April 1, 2024. The additional amount is fungible with the original \$1,500.0 million, having the same maturity date, interest rate and other terms. Principal payments, payable quarterly, beginning with the quarter ending March 31, 2024, are equal to approximately \$16.3 million per annum (one percent of the full principal amount of the Term Loan), with the remaining principal due upon maturity.

The Revolving Facility bears interest at the same rate (but without a SOFR floor) if and as drawn, with no original issue discount, a commitment fee of 0.5% per year on the undrawn amount, which was reduced to 0.375% in the first quarter of 2024 because we have a consolidated first lien net leverage ratio (as defined in the Credit Agreement) of less than 3.5 to 1. The Revolving Facility has a maturity date in September 2028. We have not borrowed under the Revolving Facility as of March 31, 2024.

As of March 31, 2024 and December 31, 2023, we reported an aggregate of \$1,620.9 million and \$1,500.0 million in borrowings under the Term Loan, respectively. These amounts do not include \$17.1 million and \$17.5 million of net unamortized deferred financing costs as of March 31, 2024 and December 31, 2023, respectively. The net principal balance in borrowings in the accompanying consolidated balance sheets as of March 31, 2024 and December 31, 2023 amounted to \$1,603.8 million and \$1,482.5 million, respectively.

The Credit Agreement contains no financial maintenance covenants, with respect to the Term Loan. With respect to the Revolving Facility, we are required to maintain a consolidated first lien net leverage ratio of no greater than 6.25 to 1 if more than 35% of the Revolving Facility has been drawn. The Credit Agreement contains other customary representations and warranties, affirmative and negative covenants, and events of default. We were in compliance with all covenants under the Credit Agreement as of March 31, 2024.

The Credit Agreement restricts our ability to incur liens, engage in mergers or asset sales, pay dividends, repay subordinated indebtedness, incur indebtedness, make investments and loans, and engage in other transactions as specified in the Credit Agreement. The Credit Agreement provides for specified exceptions, including baskets measured as a percentage of trailing twelve months of earnings before interest, taxes, depreciation and amortization, or EBITDA, and unlimited exceptions in the case of incurring indebtedness and liens and making investments, dividend payments, and payments of subordinated indebtedness, based on achievement and maintenance of specified leverage ratios. The Credit Agreement permits repayment, prepayment, and repricing transactions, subject, in the case of the Term Loan, to a 1% penalty in the event the Term Loan is prepaid or repriced within the first six months from the refinancing date. The Credit Agreement also contains an annual mandatory prepayment sweep mechanism with respect to a portion of our excess cash flow (as defined in the Credit Agreement) in the event our net leverage ratio rises above 3.5 to 1. As of December 31, 2023, we were below the specified leverage ratio, and a mandatory prepayment sweep was therefore not required.

Contractual Obligations

As of March 31, 2024, we had non-cancelable purchase obligations of approximately \$21.5 million for inventory purchases with Benchmark, our primary third-party equipment supplier. Our purchase obligations, all of which are due during 2024, did not change materially from the end of 2023.

Our only material long-term cash requirement is the repayment of the remaining principal amount under the Term Loan upon its maturity in 2030, which is expected to be \$1,519.4 million. We expect to refinance this amount at or prior to maturity.

Dividends

On December 8, 2022, our Board of Directors initiated a quarterly dividend. Total dividends paid during the three months ended March 31, 2024 were \$16.1 million. While we expect to continue regular cash dividends, any future dividends declared will be at the discretion of our Board of Directors and will depend, among other factors, upon our results of operations, financial condition and cash requirements, as well as such other factors our Board of Directors deems relevant.

Cash Flows

The following table summarizes our cash flows:

	Three Months Ended March 31,			Change
	2024	2023		
	(In thousands)			
Cash provided by operating activities	\$ 71,426	\$ 68,942	\$	2,484
Cash used in investing activities	\$ (14,564)	\$ (32,905)	\$	18,341
Cash provided by (used in) financing activities	\$ 45,524	\$ (77,961)	\$	123,485

Cash Flows Provided by Operating Activities

Net cash provided by operating activities for the three months ended March 31, 2024 increased by \$2.5 million from the prior year period. Working capital adjustments increased by approximately \$4.7 million, primarily due to lower cash use from accounts receivable, partially offset by higher cash outflows for inventory, accounts payable and accrued expenses. These changes were also partially offset by net income, as adjusted for non-cash items, which decreased by \$2.3 million compared to the prior year period. Net income was primarily adjusted for depreciation, associated with the change in useful lives of our satellites.

Cash Flows Used in Investing Activities

Net cash used in investing activities for the three months ended March 31, 2024 decreased by \$18.3 million as compared to the prior year period, primarily as a result of our \$10.0 million equity investment in Satelles in 2023 that did not recur in the first quarter of 2024 and decreased capital expenditures of \$8.3 million as the prior year included payments for the launch of our remaining ground spares. We expect our capital expenditures to average approximately \$60.0 million per year through 2030.

Cash Flows Provided by (Used in) Financing Activities

Net cash provided by financing activities for the three months ended March 31, 2024 increased by \$123.5 million compared to the prior year period primarily due to the additional borrowings under the Term Loan of \$125.0 million.

Seasonality

Our results of operations have been subject to seasonal usage changes for commercial customers, and we expect that our results will be affected by similar seasonality going forward. March through October are typically the peak months for commercial voice services revenue and related subscriber equipment sales. U.S. government revenue and commercial IoT revenue have been less subject to seasonal usage changes.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations is based upon our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. The preparation of these financial statements requires the use of estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates, including those related to revenue recognition, useful lives of property and equipment, long-lived assets and other intangible assets, deferred financing costs, income taxes, stock-based compensation, and other estimates. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. There have been no changes to our critical accounting policies and estimates from those described in our Annual Report on Form 10-K for the year ended December 31, 2023, as filed with the SEC on February 15, 2024.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We had an outstanding aggregate balance of \$1,620.9 million under the Term Loan as of March 31, 2024. Under our Term Loan, we pay interest at an annual rate equal to SOFR, plus 2.5%, with a 0.75% SOFR floor. Accordingly, we have been and continue to be subject to interest rate fluctuations. Our Cap began in December 2021, which manages our exposure to interest rate movements on a portion of our Term Loan. As a result of the interest rate rising from the floor to the level of the Cap, we expect our annual interest expense to increase by approximately \$12.0 million, or approximately \$3.0 million per quarter. For every SOFR increase of 25 basis points above the level of the Cap, we expect our annual interest expense to increase by an additional \$1.6 million related to the unhedged portion of the Term Loan.

We have not borrowed under our Revolving Facility. Accordingly, although the Revolving Facility bears interest at SOFR plus 2.5%, without a SOFR floor, if and as drawn, we are not currently exposed to fluctuations in interest rates with respect to our Revolving Facility.

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents, as well as accounts receivable. We maintain our cash and cash equivalents with financial institutions with high credit ratings and maintain deposits in excess of federally insured limits. The majority of our cash is invested into a money market fund invested in U.S. treasuries, agency mortgage-backed securities and/or U.S. government-guaranteed debt. Accounts receivable are due from both domestic and international customers. We perform credit evaluations of our customers' financial condition and record reserves to provide for estimated credit losses. Accounts payable are owed to both domestic and international vendors.

ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our chief executive officer, who is our principal executive officer, and our chief financial officer, who is our principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, as of the end of the period covered by this report. In evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs. In addition, the design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a control system, misstatements due to error or fraud may occur and not be detected.

Based on this evaluation, our chief executive officer and our chief financial officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the U.S. Securities and Exchange Commission's rules and forms, and is accumulated and communicated to our management, including

our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting

During the quarter ended March 31, 2024, there were no changes in our internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II.

OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

There are no material pending legal proceedings, other than routine litigation incidental to our business.

ITEM 1A. RISK FACTORS.

Our business is subject to risks and events that, if they occur, could adversely affect our financial condition and results of operations and the trading price of our securities. In addition to the other information set forth in this quarterly report on Form 10-Q, you should carefully consider the factors described in “Part I, Item 1A. Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the Securities and Exchange Commission on February 15, 2024.

There have been no material changes from the risk factors described in the Annual Report.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

Issuer Purchases of Equity Securities

Period	(a) Total number of shares purchased	(b) Average price paid per share	(c) Total number of shares purchased as part of publicly announced plans or programs	(d) Maximum dollar value of shares that may yet be purchased under the plans or programs
January 1-31	277,848	\$38.00	277,848	\$323.5 million
February 1-29	332,701	\$31.70	332,701	\$312.9 million
March 1-31	1,252,135	\$28.38	1,252,135	\$277.4 million
Total	1,862,684	\$30.41	1,862,684	—

To date, our board of directors has authorized the repurchase of up to \$1,000.0 million of our common stock through December 31, 2025. All shares included in the table above were purchased under this authorization in open market transactions.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.***Insider trading arrangements and policies***

During our last fiscal quarter, our directors and officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended) adopted or terminated the contracts, instructions or written plans for the purchase or sale of our securities set forth in the table below. Each was adopted during an open trading window.

Name and Position	Action	Adoption/Termination Date	Type of Trading Arrangement		Total Shares of Common Stock to be Sold***	Total Shares of Common Stock to be Purchased	Expiration Date
			Rule 10b5-1*	Non-Rule 10b5-1**			
Thomas J. Fitzpatrick, Chief Financial Officer and Chief Administrative Officer	Adoption	March 15, 2024	X		49,570 ⁽¹⁾	—	January 31, 2025 ⁽¹⁾

* Contract, instruction or written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act.

** "Non-Rule 10b5-1 trading arrangement" as defined in Item 408(c) of Regulation S-K under the Exchange Act.

*** Represents the maximum number of shares that may be sold pursuant to the 10b5-1 arrangement. The actual number of shares sold will be dependent on the satisfaction of certain conditions as set forth in the written plan.

⁽¹⁾ Represents shares that may be acquired upon exercise of a stock option that was granted on March 2, 2015 and which expires on March 2, 2025. No sales will be made under the trading plan prior to June 14, 2024.

ITEM 6. EXHIBITS.

The following list of exhibits includes exhibits submitted with this Form 10-Q as filed with the Securities and Exchange Commission.

Exhibit	Description
10.1	<u>Amendment No. 1 dated as of March 25, 2024, to the Amended and Restated Credit Agreement, dated September 20, 2023, among Iridium Holdings LLC, Iridium Communications Inc., Iridium Satellite LLC, various lenders, and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed with the SEC on March 27, 2024.</u>
10.2	<u>Form of Performance Share Award Grant Notice and Performance Share Award Agreement for use in connection with the Performance Share Program established under the Iridium Communications Inc. 2015 Equity Incentive Plan.</u>
10.3	<u>Iridium Communications Inc. 2024 Performance Bonus Plan.</u>
31.1	<u>Certification of Principal Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as adopted pursuant to section 302 of The Sarbanes-Oxley Act of 2002.</u>
31.2	<u>Certification of Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as adopted pursuant to section 302 of The Sarbanes-Oxley Act of 2002.</u>
32.1*	<u>Certifications of Principal Executive Officer and Principal Financial Officer pursuant to Rules 13a-14(b) and 15d-14(b) promulgated under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to section 906 of The Sarbanes-Oxley Act of 2002.</u>
101	The following financial information from the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed with the Securities and Exchange Commission on April 18, 2024, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets at March 31, 2024 and December 31, 2023; (ii) Condensed Consolidated Statements of Operations and Comprehensive Income for the three months ended March 31, 2024 and 2023; (iii) Condensed Consolidated Statements of Changes in Stockholders' Equity for the three months ended March 31, 2024 and 2023; (iv) Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2024 and 2023; and (v) Notes to Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* These certifications are being furnished solely to accompany this quarterly report pursuant to 18 U.S.C. Section 1350, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of the registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

SIGNATURES

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 thereunto duly authorized.

IRIDIUM COMMUNICATIONS INC.

By: /s/ Thomas J. Fitzpatrick
Thomas J. Fitzpatrick
Chief Financial Officer
(as duly authorized officer and as principal financial officer of
the registrant)

Date: April 18, 2024

IRIDIUM COMMUNICATIONS INC.
AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN
AMENDED AND RESTATED PERFORMANCE SHARE PROGRAM
PERFORMANCE SHARE AWARD GRANT NOTICE

Iridium Communications Inc. (the “**Company**”), pursuant to its Amended and Restated Performance Share Program (the “**Program**”) under the Iridium Communications Inc. Amended and Restated 2015 Equity Incentive Plan (the “**Plan**”) hereby grants to Participant a Restricted Stock Unit Award (the “**Award**”) under the Plan for the number of restricted stock units (the “**RSUs**”) set forth below. This Award is subject to all of the terms and conditions set forth in this Performance Share Award Grant Notice (the “**Grant Notice**”) the Performance Share Award Agreement (the “**Agreement**”), the Program and the Plan, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined in this Grant Notice but defined in the Program, Plan or the Agreement will have the same definitions as in the Program, Plan or the Agreement.

Participant:

Date of Grant:

Number of RSUs Subject to Target Award:

Number of RSUs Subject to Maximum Award:

Determination of Actual Award: On the Certification Date, and provided that (i) the applicable Performance Goals are attained during the Performance Period, and (ii) subject to the Vesting Schedule below, the Company will credit Participant with an Actual Award representing the number of RSUs (which may be equal to all or a portion (including none) of the Maximum Award) as determined by the Committee under the Program. If a Change in Control (as defined in the Plan) occurs prior to the Certification Date, (i) Participant will be credited, effective as of immediately prior to the Change in Control, with an Actual Award equal to the Target Award and (ii) vesting will occur subject to the Vesting Schedule below, provided that the first vesting date will be March 1, 2026. The Performance Goals and the Other Performance Goals are set forth in an attachment hereto, which is incorporated herein. In determining the attainment of the Performance Goals on the Certification Date, the Committee shall adjust, in such manner as the Committee deems necessary or appropriate in its sole discretion, the calculation of the Performance Goals in connection with any one or more of the following events: (i) asset write-downs; (ii) significant litigation or claim judgments or settlements; (iii) the effect of changes in tax laws, accounting standards or principles, or other laws or regulatory rules affecting reporting results; (iv) any reorganization and restructuring programs; (v) acquisitions or divestitures; (vi) any other unusual or nonrecurring events or objectively determinable category thereof; (vii) foreign exchange gains and losses; and (viii) a change in the Company's fiscal year.

Vesting Schedule: Subject to Section 2 of the Agreement, the Actual Award will vest (i) as to 50% of the Shares subject to the Actual Award on the Certification Date (“**First Installment**”), and (ii) as to the remaining 50% of the Shares subject to the Actual Award on March 1, 2027 (“**Second Installment**”), subject to Participant's Continuous Service through each vesting date. Notwithstanding the prior sentence, upon a Retirement (as defined in Section 2 of the Agreement) that satisfies the requirements set forth in Section 2 of the Agreement, Participant will be deemed to have satisfied the requirement to provide Continuous Service through each vesting date. Each installment that vests hereunder is a “separate payment” for purposes of Treasury Regulation Section 1.409A-2(b)(2).

Issuance Schedule: Subject to any change upon a Capitalization Adjustment, one share of Common Stock will be issued for each RSU that vests at the time set forth in Section 6 of the Agreement; provided, that subject to Sections 10 and 21 of the Agreement, issuance of the First Installment will occur in 2026 and issuance of the Second Installment will occur in 2027.

Additional Terms/Acknowledgements: By clicking "Accept," Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the Agreement, the Program, the Plan and the stock plan prospectus for the Plan. Participant further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement, the Program and the Plan set forth the entire understanding between Participant and the Company regarding this Award and supersede all prior oral and written agreements, promises and/or representations regarding this Award, with the exception, if applicable, of (i) any written employment, offer letter or severance agreement, or any written severance plan or policy specifying the terms that should govern this Award, (ii) the Company's Stock Ownership Guidelines, and (iii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law. By accepting this Award, Participant consents to receive this Grant Notice, the Agreement, the Program, the Plan, the stock plan prospectus for the Plan and any other Program and Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

IRIDIUM COMMUNICATIONS INC.

By: /s/ Matthew J. Desch

Title: _____ Date: _____

ATTACHMENTS: Performance Share Award Agreement, Amended and Restated Performance Share Program,
Amended and Restated 2015 Equity Incentive Plan, Prospectus

IRIDIUM COMMUNICATIONS INC.
AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN
AMENDED AND RESTATED PERFORMANCE SHARE PROGRAM

PERFORMANCE SHARE AWARD AGREEMENT

Pursuant to the accompanying Performance Share Award Grant Notice (the "**Grant Notice**") and this Performance Share Award Agreement (the "**Agreement**"), Iridium Communications Inc. (the "**Company**") has granted you a Performance Share Award (the "**Award**") pursuant to its Amended and Restated Performance Share Program (the "**Program**") under the Iridium Communications Inc. Amended and Restated 2015 Equity Incentive Plan (the "**Plan**") for the Maximum Award of restricted stock units (the "**Restricted Stock Units**") set forth in the Grant Notice. This Award is granted to you effective as of the date of grant set forth in the Grant Notice (the "**Date of Grant**"). Capitalized terms not explicitly defined in this Agreement but defined in the Program, the Plan or the Grant Notice will have the same definitions as in the Program, the Plan or the Grant Notice, as applicable.

1. GRANT OF THE AWARD. This Award represents your right to be issued on a future date (as set forth in Section 6) one share of Common Stock for each Restricted Stock Unit subject to this Award that vests in accordance with the Grant Notice and this Agreement. This Award was granted in consideration of your services to the Company or an Affiliate.

2. VESTING.

(a) This Award will vest, if at all, in accordance with the vesting schedule set forth in the Grant Notice, provided that vesting will cease upon the termination of your Continuous Service, except as otherwise explicitly provided in the Plan or this Agreement. Upon such termination of your Continuous Service, you will forfeit (at no cost to the Company) any Restricted Stock Units subject to this Award that have not vested as of the date of such termination and you will have no further right, title or interest in such Restricted Stock Units.

(b) In the event of Retirement on or after the six-month anniversary of the Date of Grant, the Actual Award will vest, if at all, in accordance with the vesting schedule set forth in the Grant Notice notwithstanding the termination of your Continuous Service due to such Retirement, provided that you comply with any other requirements in the Company's then-current policy regarding Retirement. For clarity, in the event of Retirement prior to the one-year anniversary of the Date of Grant, this Award will be forfeited as of the date of such Retirement and you will have no further right, title or interest in such Award. For purposes of this Agreement, "**Retirement**" means a termination of your Continuous Service (other than for Cause and other than due to your death or Disability) upon or after you have satisfied all of the following requirements: (i) you have reached age 55; (ii) you have provided at least 10 years of Continuous Service; and (iii) the sum of your age plus years of Continuous Service totals at least 70.

(c) The following provisions in this Section 2(c) will apply in the event of a termination of your Continuous Service due to your death or Disability (as defined in the Plan):

(i) If such termination occurs prior to the Certification Date, the number of Restricted Stock Units subject to the Target Award (as set forth in the Grant Notice, subject to adjustment pursuant to Sections 3 and 7) will become fully vested as of the date of such termination (or as soon as administratively practicable thereafter, but no later than the 60th day following the date of such termination).

(ii) If such termination occurs on or after the Certification Date but prior to the final vesting date of this Award, the number of Restricted Stock Units subject to the Actual Award (as determined by the Committee under the Program on the Certification Date, subject to adjustment pursuant to Sections 3 and 7), to the extent outstanding and unvested as of the date of such termination, will become fully vested as of the date of such termination (or as soon as administratively practicable thereafter, but no later than the 60th day following the date of such termination).

(iii) In order to give effect to the intent of this Section 2(c), in the event of such termination, notwithstanding anything to the contrary in the Plan or this Agreement, no portion of this Award (to the extent outstanding and unvested as of the date of such termination) will be forfeited or terminate any earlier than the 60th day following the date of such termination.

3. NUMBER OF RESTRICTED STOCK UNITS AND SHARES OF COMMON STOCK.

(a) The number of Restricted Stock Units subject to this Award, as set forth in the Grant Notice, will be adjusted for Capitalization Adjustments, if any, as provided in the Plan.

(b) Any additional Restricted Stock Units and any shares of Common Stock, cash or other property that become subject to this Award pursuant to this Section 3 will be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of issuance as applicable to the other Restricted Stock Units subject to this Award to which they relate.

(c) No fractional shares or rights for fractional shares of Common Stock will be created pursuant to this Section 3. Any fractional shares that may be created by the adjustments referred to in this Section 3 will be rounded down to the nearest whole share.

4. SECURITIES LAW COMPLIANCE. You will not be issued any shares of Common Stock in respect of this Award unless either (i) such shares are registered under the Securities Act or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. This Award also must comply with all other applicable laws and regulations governing this Award, and you will not receive any shares of Common Stock in respect of this Award if the Company determines that such receipt would not be in material compliance with such laws and regulations.

5. TRANSFERABILITY. Except as otherwise provided in this Section 5, this Award is not transferable, except by will or by the laws of descent and distribution and prior to the time that shares of Common Stock in respect of this Award have been issued to you, you may not transfer, pledge, sell

or otherwise dispose of any portion of the Restricted Stock Units or the shares of Common Stock in respect of this Award. For example, you may not use any shares of Common Stock that may be issued in respect of this Award as security for a loan, nor may you transfer, pledge, sell or otherwise dispose of such shares. This restriction on transfer will lapse upon issuance to you of the shares of Common Stock in respect of this Award.

(a) Beneficiary Designation. Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company and any broker designated by the Company to effect transactions under the Plan, designate a third party who, in the event of your death, will thereafter be entitled to receive any distribution of Common Stock or other consideration to which you were entitled at the time of your death pursuant to this Agreement. In the absence of such a designation, in the event of your death, the executor or administrator of your estate will be entitled to receive, on behalf of your estate, such Common Stock or other consideration.

(b) Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your right to receive any distribution of Common Stock or other consideration under this Award, pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by applicable law that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss with the Company's General Counsel the proposed terms of any such transfer prior to finalizing such domestic relations order, marital settlement agreement or other divorce or separation instrument to help ensure the required information is contained within the domestic relations order, marital settlement agreement or other divorce or separation instrument.

6. DATE OF ISSUANCE.

(a) The issuance of any shares of Common Stock in respect of this Award is (i) subject to satisfaction of the tax withholding obligations set forth in Section 10 and (ii) intended to comply with Section 409A of the Code and will be construed and administered in such a manner. The form of such issuance (e.g., a stock certificate or electronic entry evidencing such shares) will be determined by the Company.

(b) In the event one or more Restricted Stock Units subject to this Award vests, the Company will issue to you, on the applicable vesting date, one share of Common Stock for each Restricted Stock Unit that vests on such date (and for purposes of this Agreement, such issuance date is referred to as the "**Original Issuance Date**"); *provided, however*, that if the Original Issuance Date falls on a date that is not a business day, such shares will instead be issued to you on the next following business day.

(c) Notwithstanding the foregoing, if (i) the Original Issuance Date does not occur (1) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including, but not limited to, under a previously established 10b5-1 trading plan entered into in compliance with the Company's policies), *and* (ii) the Board elects, prior to the Original Issuance Date, (1) not to satisfy the Withholding Taxes described in Section 10 by withholding shares of

Common Stock from the shares of Common Stock otherwise due, on the Original Issuance Date, to you under this Award, (2) not to permit you to enter into a "same day sale" commitment with a broker-dealer pursuant to Section 10 (including, but not limited to, a commitment under a previously established 10b5-1 trading plan entered into in compliance with the Company's policies) and (3) not to permit you to pay the Withholding Taxes in cash, then the shares that would otherwise be issued to you on the Original Issuance Date will not be issued on such Original Issuance Date and will instead be issued on the first business day when you are not prohibited from selling shares of Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the year following the year in which the shares of Common Stock in respect of this Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d). Notwithstanding the foregoing, to the extent this Award is deemed to be deferred compensation subject to Section 409A of the Code, the foregoing provision in this Section 6(c) will not apply to any portion of this Award that becomes vested pursuant to Section 2(c).

7. DIVIDENDS. You may become entitled to receive payments equal to any cash dividends and other distributions paid with respect to a corresponding number of shares of Common Stock to be issued in respect of the Restricted Stock Units covered by the Maximum Award. Any such dividends or distributions shall be subject to the same forfeiture restrictions as apply to the Restricted Stock Units and shall be paid at the same time that the corresponding shares are issued in respect of your vested Restricted Stock Units, provided, however that to the extent any such dividends or distributions are paid in shares of Common Stock, then you will automatically be granted a corresponding number of additional Restricted Stock Units subject to this Award (the "**Dividend Units**"), and further provided that such Dividend Units shall be subject to the same forfeiture restrictions and restrictions on transferability, and same timing requirements for issuance of shares, as apply to the Restricted Stock Units subject to this Award with respect to which the Dividend Units relate.

8. RESTRICTIVE LEGENDS. The shares of Common Stock issued in respect of this Award will be endorsed with appropriate legends, if any, as determined by the Company.

9. AWARD NOT A SERVICE CONTRACT. Your Continuous Service is not for any specified term and may be terminated by you or by the Company or an Affiliate at any time, for any reason, with or without cause and with or without notice. This Award is not an employment or service contract, and nothing in this Award (including, but not limited to, the vesting of the Restricted Stock Units subject to this Award or the issuance of shares of Common Stock in respect of this Award), this Agreement, the Program, the Plan or any covenant of good faith and fair dealing that may be found implicit in this Award or Agreement, or the Program or the Plan will: (i) create or confer upon you any right or obligation to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment, service or affiliation; (iii) create or confer upon you any right or benefit under this Award, the Program or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement, the Program or the Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have. In

addition, nothing in this Award will obligate the Company or an Affiliate, their respective stockholders, boards of directors, Officers or Employees to continue any relationship that you might have as an Employee, Director or Consultant for the Company or an Affiliate.

10. TAX WITHHOLDING OBLIGATIONS.

(a) On or before the time you receive a distribution of any shares of Common Stock in respect of this Award, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you agree to make adequate provision for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with this Award (the "**Withholding Taxes**"). Specifically, the Company or an Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Taxes relating to this Award by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company or an Affiliate; (ii) causing you to tender a cash payment; (iii) permitting you to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "**FINRA Dealer**") whereby you irrevocably elect to sell a portion of the shares of Common Stock to be issued in connection with this Award to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company and/or its Affiliates; or (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with this Award with a Fair Market Value (measured as of the date the shares of Common Stock are issued to you) equal to the amount of such Withholding Taxes; *provided, however*, that no shares of Common Stock are withheld with a value exceeding the maximum amount of tax that may be required to be withheld by law (or such other amount as may be permitted while still avoiding classification of this Award as a liability for financial accounting purposes).

(b) Without limiting the foregoing and to the extent this Award is determined to be deferred compensation subject to Code Section 409A, shares of Common Stock may be issued or withheld in accordance with Treasury Regulations Section 1.409A-3(j)(4)(vi) in order to pay the Federal Insurance Contributions Act ("**FICA**") tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2) on such deferred compensation (the "**FICA Amount**"). Additionally, shares of Common Stock may be issued or withheld at the time that the FICA tax is remitted to pay the associated income tax on wages imposed under Code Section 3401 or the corresponding withholding provisions of applicable state, local, or, if applicable, foreign tax laws as a result of the payment of the FICA Amount and to pay the additional income tax on wages attributable to the pyramiding Code Section 3401 wages and taxes; *provided*, that the total value of shares issued or withheld pursuant to this Section may not exceed the aggregate value of the FICA Amount and the income tax withholding related to such FICA Amount.

(c) Unless the Withholding Taxes of the Company and/or any Affiliate are satisfied, the Company will have no obligation to issue to you any Common Stock.

(d) In the event the Company's obligation to withhold arises prior to the issuance to you of Common Stock or it is determined after the issuance of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

11. TAX CONSEQUENCES. The Company has no duty or obligation to minimize the tax consequences to you of this Award and will not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by accepting this Award, you have agreed that you have done so or knowingly and voluntarily declined to do so.

12. NOTICES. Any notices provided for in this Agreement, the Program or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to this Award or participation in the Program or the Plan by electronic means or to request your consent to participate in the Program or the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Program and the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. GOVERNING PROGRAM AND PLAN DOCUMENT. This Award is subject to all the provisions of the Program and the Plan, the provisions of which are hereby made a part of this Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Program or the Plan. Except as otherwise expressly provided in the Grant Notice or this Agreement, in the event of any conflict between the terms in the Grant Notice or this Agreement and the terms of the Program or the Plan, the terms of the Program and the Plan will control.

14. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company's policy permitting certain individuals to sell shares of Common Stock only during certain "window" periods in effect from time to time and the Company's insider trading policy.

15. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this Award will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

16. STOCKHOLDER RIGHTS. You will not have voting or any other rights as a stockholder of the Company with respect to the shares of Common Stock to be issued pursuant to this Award until such shares are issued to you. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

17. SEVERABILITY. If any part of this Agreement, the Program or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not

invalidate any portion of this Agreement, the Program or the Plan not declared to be unlawful or invalid. Any Section of this Agreement, the Program or the Plan (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. AMENDMENT. Any amendment to this Agreement must be in writing, signed by a duly authorized representative of the Company. Notwithstanding anything in the Program or the Plan to the contrary, the Board reserves the right to amend this Agreement in any way it may deem necessary or advisable to carry out the purpose of the grant as a result of any change in applicable laws or regulations or any future law, regulation, interpretation, ruling, or judicial decision.

19. CLAWBACK/RECOVERY. This Award (and any compensation paid or shares of Common Stock issued under this Award) will be subject to recoupment in accordance with the Company's Policy for Recoupment of Incentive Compensation with respect to compensation received on or prior to October 1, 2023, and the Company's Incentive Compensation Recoupment Policy, with respect to compensation received on or after October 2, 2023, each as may be amended from time to time (each, a "**Company Clawback Policy**"), including to comply with the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. No recovery of compensation under either Company Clawback Policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any plan of or agreement with the Company.

20. UNSECURED OBLIGATION. This Award is unfunded, and as a holder of vested Restricted Stock Units, you will be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares of Common Stock or other property pursuant to this Agreement.

21. COMPLIANCE WITH SECTION 409A OF THE CODE. This Award is intended to comply with the "short-term deferral" rule set forth in Treasury Regulations Section 1.409A-1(b)(4). However, if (i) this Award fails to satisfy the requirements of the short-term deferral rule and is otherwise not exempt from, and therefore deemed to be deferred compensation subject to, Section 409A of the Code, (ii) you are deemed by the Company at the time of your "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and (iii) any of the payments set forth herein are issuable upon such separation from service, then to the extent delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code and the related adverse taxation under Section 409A of the Code, such payments will not be provided to you prior to the earliest of (a) the date that is six months and one day after the date of such separation from service, (b) the date of your death, or (c) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Section 21 will be paid in a lump sum to you, and any remaining payments due will be paid as otherwise provided herein. Each installment of Restricted Stock Units that vests under this Award is a "separate payment" for purposes of Treasury Regulations Section 1.409A-2(b)(2).

22. MISCELLANEOUS.

- (a)** The rights and obligations of the Company under this Award will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by, the Company's successors and assigns.
- (b)** You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of this Award.
- (c)** You acknowledge and agree that you have reviewed this Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting this Award, and fully understand all provisions of this Award.
- (d)** This Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (e)** All obligations of the Company under the Program, the Plan and this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

* * *

This Performance Share Award Agreement will be deemed to be accepted by you upon your acceptance of the Performance Share Award Grant Notice to which it is attached.

**IRIDIUM COMMUNICATIONS INC.
2024 PERFORMANCE BONUS PLAN**

1. **Purpose.** As part of its employee compensation program, Iridium Communications Inc. (the "**Company**") has designed this 2024 Performance Bonus Plan (the "**Bonus Plan**") for the 2024 calendar year. The Bonus Plan provides Participants with incentive awards, paid in restricted stock units granted pursuant to the Iridium Communications Inc. Amended and Restated 2015 Equity Incentive Plan (the "**A&R 2015 Plan**") and cash, based on the achievement of corporate and individual performance goals, and in all cases subject to the discretion of the Committee or the Designated Officer, as applicable.

2. **Definitions.** Defined terms not explicitly defined in the Bonus Plan but defined in the A&R 2015 Plan shall have the same definitions as in the A&R 2015 Plan.

(a) "**Actual Bonus Award**" means, with respect to each Participant, the award determined pursuant to Section 5(g).

(b) "**Affiliate**" means any parent or subsidiary of the Company.

(c) "**Base Compensation**" means (i) for exempt, salaried employees, a Participant's base salary actually earned by such Participant during the Performance Period, even if payment is not made during the Performance Period (including, but not limited to, a normal payroll paid in arrears), excluding shift and weekend differentials, incentive compensation, reimbursement of expenses, severance or all other payments not deemed part of such Participant's base salary; (ii) for non-exempt employees, a Participant's regular hourly earnings actually earned by such Participant during the Performance Period, even if payment is not made during the Performance Period (including, but not limited to, a normal payroll paid in arrears), excluding shift and weekend differentials, overtime, incentive compensation, reimbursement of expenses, severance or all other payments not deemed part of such Participant's regular earnings, provided, that the number of hours used to determine such Participant's regular hourly earnings shall not exceed 2080 hours during the Performance Period; and (iii) for consultants, a Participant's consulting fees actually earned by such Participant during the Performance Period, even if payment is not made during the Performance Period, excluding incentive compensation, reimbursement of expenses, or other similar payments or fees not deemed part of such Participant's consulting fees. Such Base Compensation shall be before both (i) deductions for taxes or benefits, and (ii) deferrals of compensation pursuant to Company-sponsored plans.

(d) "**Board**" means the Board of Directors of the Company.

(e) "**Bonus Pool**" means, with respect to the Performance Period, the bonus pool established under the Bonus Plan for the payment of Actual Bonus Awards to Participants that are not Officer Participants.

(f) "**Code**" means the Internal Revenue Code of 1986, as amended.

(g) "**Committee**" means the Compensation Committee of the Board or a subcommittee thereof.

(h) **"Common Stock"** means the common stock of the Company.

(i) **"Corporate Achievement Determination Date"** means the date or dates upon which the Committee determines the Company's level of achievement of the Corporate Performance Goals for the Performance Period and calculates the Bonus Pool for the Performance Period.

(j) **"Corporate Achievement Factor"** means, with respect to the Performance Period, the percentage determined by the Committee based on the Company's achievement of the Corporate Performance Goals during the Performance Period.

(k) **"Corporate Performance Goals"** means the corporate goal(s) (or combined goal(s)) determined by the Committee, in its sole discretion. The goals may relate to the Company, one or more of its Affiliates or one or more of its or their divisions or units, or any combination of the foregoing, and may be applied on an absolute basis and/or be relative to one or more peer group companies or indices, or any combination thereof, all as the Committee will determine.

(l) **"Corporate Performance Goal Determination Date"** means the date or dates upon which the Committee sets the Corporate Performance Goals with respect to the Performance Period.

(m) **"Designated Officer"** means one or more officers of the Company who are designated by the Committee to administer the Bonus Plan with respect to Participants who are not Officer Participants in accordance with Section 3(c).

(n) **"Maximum Bonus Award"** means, as to any Participant for the Performance Period, the maximum award that may be earned by the Participant under the Bonus Plan.

(o) **"Officer Participant"** means a Participant that is an officer of the Company who is regularly employed (full or part time) during the Performance Period at the level of Executive Vice President or above and who is subject to Section 16 of the Securities Exchange Act of 1934, as amended.

(p) **"Participant"** means an employee or consultant of the Company or an Affiliate who is eligible to participate in the Bonus Plan pursuant to Section 4.

(q) **"Payout Determination Date"** means the date or dates following the end of the Performance Period on which the Committee or the Designated Officer, as applicable, determines (i) the Actual Bonus Awards payable to the Participants, as applicable, with respect to the completed Performance Period, in accordance with Section 5(g) and (ii) the vesting amount of any Restricted Stock Units granted to the Participants, as applicable, with respect to such Actual Bonus Awards.

(r) **"Performance Period"** means the 2024 calendar year.

(s) **"Personal Performance Factor"** means, with respect to the Performance Period, the percentage determined by the Committee or Designated Officer, as applicable, based on the Participant's personal performance during the Performance Period.

(t) **"Restricted Stock Unit"** means a right to receive one share of Common Stock granted as a Restricted Stock Unit Award (as defined in the A&R 2015 Plan) pursuant to the terms and conditions of the A&R 2015 Plan.

(u) **"Target Bonus Award"** means the target bonus award potentially payable to a Participant in accordance with the target bonus percentage set forth in the Participant's offer letter or other written agreement between the Participant and the Company, as such offer letter or agreement may be amended from time to time, or as otherwise determined or approved with respect to a Participant by the Committee or Designated Officer, as applicable. A Participant's Target Bonus Award equals the product of such target bonus percentage and the Participant's Base Compensation.

(v) **"Vesting Date"** means the Payout Determination Date or such later date, as determined by the Committee or Designated Officer, as applicable, but in each case not later than March 15, 2024.

3. Plan Administration.

(a) The Committee shall have the authority to adopt Corporate Performance Goals and to determine the Corporate Achievement Factor for the Performance Period with respect to all Participants.

(b) The Committee shall be responsible for the general administration and interpretation of the Bonus Plan and for carrying out its provisions. The Committee may delegate some or all of the administration of the Bonus Plan to officers or other employees of the Company, as necessary or desirable for proper administration of the Bonus Plan. The Committee shall have such powers as may be necessary to discharge its duties under the Bonus Plan, including, but not by way of limitation, the following:

(i) to determine eligibility and the amount, form, manner and time of payment of any Actual Bonus Awards under the Bonus Plan, including authority to determine a Participant's Personal Performance Factor, provided that any Restricted Stock Units granted under the A&R 2015 Plan in accordance with the Bonus Plan shall be approved and administered in accordance with the terms of the A&R 2015 Plan;

(ii) to construe and interpret the terms of the Bonus Plan;

(iii) to prescribe forms and procedures for purposes of Bonus Plan participation and distribution of Actual Bonus Awards; and

(iv) to adopt rules and to take such actions as it deems necessary or desirable for the proper administration of the Bonus Plan.

(c) Notwithstanding the foregoing, subject to Section 3(a), the Designated Officer is delegated concurrent authority for the general administration and interpretation of the Bonus Plan and for carrying out its provisions with respect to each Participant that is not an Officer Participant, and the Designated Officer will have concurrent authority to take all actions set forth in Section 3(b) with respect to the administration of the Bonus Plan related to Participants that are not Officer Participants. The Committee may, at any time, abolish the powers and authority delegated to the Designated Officer. The Committee retains the authority to concurrently administer the Bonus Plan with respect to all Participants and retains the sole authority to administer the Bonus Plan with respect to Officer Participants.

(d) Any rule or decision by the Committee, or with respect to Participants that are not Officer Participants, the Designated Officer, that is not inconsistent with the provisions of the Bonus Plan shall be conclusive and binding on all persons and shall be given the maximum deference permitted by law.

4. Eligibility.

(a) **General.** Employees of the Company or an Affiliate who are regularly employed (full or part time) during the Performance Period and certain consultants of the Company or an Affiliate designated by the Committee or Designated Officer, as applicable from time to time, in each case who are eligible for awards under the A&R 2015 Plan, are eligible to participate in the Bonus Plan. Participation in the Bonus Plan is at the discretion of the Committee or the Designated Officer, as applicable.

(b) **Newly Hired or Rehired Individuals.** If an employee's employment or a consultant's service with the Company or an Affiliate commences after the beginning of the Performance Period (or recommences after the beginning of the Performance Period if such employment or service had terminated earlier during the Performance Period) but on or before October 1 of the Performance Period (or such other date determined by the Committee or the Designated Officer, as applicable), the Committee or the Designated Officer, as applicable, shall have the discretion to determine whether and on what basis (for example, an Actual Bonus Award that is pro-rated based on completed months of service during the Performance Period) such employee or consultant will be eligible to participate in the Bonus Plan, including pursuant to Section 6(b)(i)(5).

(c) **Changes in Target Bonus Award.** If the Participant's Target Bonus Award changes during the Performance Period because of a change in the target bonus percentage set forth in the Participant's offer letter or other written agreement with the Company, the Participant's Target Bonus Award will be pro-rated based on the number of days during the Performance Period when each of the target bonus percentages was in effect.

(d) **Cash Portion of Actual Bonus Award.** A Participant must be employed by, or in the service of, the Company or an Affiliate through the payment date to be eligible for any portion of an Actual Bonus Award paid in cash under the Bonus Plan; if the Participant's employment or service terminates before such payment date, such Participant shall not be eligible to receive such portion of the Actual Bonus Award, in each case except to the extent an applicable severance plan or an individual employment, retention, or other written agreement

between the Company and such Participant provides for payment of any portion of an annual performance bonus in connection with a qualifying termination of employment.

(e) Equity Portion of Actual Bonus Award. A Participant must be employed by, or in the service of, the Company or an Affiliate through the Vesting Date to be eligible for any portion of an Actual Bonus Award paid in the form of Restricted Stock Units under the Bonus Plan; if the Participant's employment or service terminates before the Vesting Date, such Restricted Stock Units granted to the Participant pursuant to this Bonus Plan with respect to the Performance Period shall be forfeited, in each case except (i) as provided in Section 4(g) or (ii) to the extent an applicable severance plan or an individual employment, retention, or other written agreement between the Company and such Participant provides for payment of any portion of an annual performance bonus in connection with a qualifying termination of employment resulting in the accelerated vesting of any such Restricted Stock Units.

(f) Leave of Absence and Other Periods. If a Participant is on a leave of absence for a portion of the Performance Period or is not providing service during a portion of the Performance Period (but in each case, is otherwise employed by, or in the service of, the Company or an Affiliate during such portion of the Performance Period), at the discretion of the Committee or the Designated Officer, as applicable, such Participant shall be eligible for an Actual Bonus Award under the Bonus Plan based on the Participant's Base Compensation actually earned during the Performance Period (exclusive of any insurance benefits paid during the leave by a third-party vendor or federal, state or local insurance program, including, without limitation, short-term or long-term disability benefits).

(g) Death or Disability. Notwithstanding anything to the contrary set forth in this Bonus Plan, the following provisions will apply in the event of a termination of a Participant's Continuous Service (as defined in the A&R 2015 Plan) due to the Participant's death or Disability (as defined in the A&R 2015 Plan):

(i) If such termination occurs prior to the Payout Determination Date, any portion of the Participant's Target Bonus Award granted in the form of Restricted Stock Units will become fully vested as of the date of such termination (or as soon as administratively practicable thereafter, but no later than the 60th day following the date of such termination).

(ii) If such termination occurs on or after the Payout Determination Date but prior to the Vesting Date, any portion of the Participant's Actual Bonus Award payable in the form of Restricted Stock Units (as determined by the Committee or the Designated Officer, as applicable, in accordance with Section 6(b)(i)) will become fully vested as of the date of such termination (or as soon as administratively practicable thereafter, but no later than the 60th day following the date of such termination).

5. How the Bonus Plan Works.

(a) Bonus Plan Components. The Bonus Plan components are: (i) the Corporate Performance Goals; (ii) the Corporate Achievement Factor; (iii) the Target Bonus Award; (iv) the Bonus Pool; (v) the Maximum Bonus Award; (vi) the Personal Performance Factor; and (vii) the Actual Bonus Award.

(b) Corporate Performance Goals. On the Corporate Performance Goal Determination Date, the Committee, in its sole discretion, shall establish the Corporate Performance Goals for the Performance Period. The Corporate Performance Goals for the Performance Period are set forth in **Exhibit A** of the Bonus Plan.

(c) Corporate Achievement Factor. On the Corporate Achievement Determination Date, the Committee, in its sole discretion, shall determine the Company's level of achievement of the Corporate Performance Goals and the resulting Corporate Achievement Factor.

(d) Target Bonus Award. On the Corporate Performance Goal Determination Date, the Committee or the Designated Officer, as applicable, shall calculate each Participant's Target Bonus Award. In addition, the Committee or the Designated Officer, as applicable, shall recalculate each Participant's Target Bonus Award on the Corporate Achievement Determination Date to account for any changes to any Participant's Target Bonus Award as set forth in Section 4(c). In the case of any individual who becomes a Participant pursuant to Section 4(b), if such individual becomes a Participant after the Corporate Performance Goal Determination Date, the Committee or the Designated Officer, as applicable, may calculate such Participant's Target Bonus Award, if any, after such individual becomes a Participant.

(e) Bonus Pool for Participants that are not Officer Participants. On the Corporate Achievement Determination Date, the Committee or the Designated Officer, as applicable, shall calculate the Bonus Pool for the payment of Actual Bonus Awards to Participants that are not Officer Participants, which shall equal, in dollars, the product of (i) the sum of the Target Bonus Awards for all Participants that are not Officer Participants and (ii) the Corporate Achievement Factor. The Company is under no obligation to pay out in Actual Bonus Awards the entire Bonus Pool. The Designated Officer shall allocate the Bonus Pool to Participants that are not Officer Participants based on each Participant's Personal Performance Factor in accordance with Sections 5(f) and 5(g), but in no event may the sum of the Actual Bonus Awards payable to all Participants who are not Officer Participants under the Bonus Plan exceed the Bonus Pool.

(f) Personal Performance Factor. On the Payout Determination Date, the Committee or the Designated Officer, as applicable, shall determine a Personal Performance Factor for each Participant ranging from 0% to 150%. A Participant's Personal Performance Factor may be based upon the Committee's or the Designated Officer's, as applicable, assessment of the Participant's performance against personal goals during the Performance Period that are established and reviewed in connection with the Company's annual review process, or any additional factors the Committee or the Designated Officer, as applicable, considers relevant.

(g) Actual Bonus Awards. On the Payout Determination Date, Actual Bonus Awards for Officer Participants and Participants that are not Officer Participants shall be determined by the Committee or the Designated Officer, as applicable, as follows, provided, however, that notwithstanding any contrary provision of the Bonus Plan, (i) the Committee or the Designated Officer, as applicable, in its sole discretion, may eliminate or reduce the Actual Bonus Award payable to any Participant below that which otherwise would be payable hereunder

in its discretion, including but not limited to elimination or reduction based upon the Participant's Personal Performance Factor, reducing any Actual Bonus Award to \$0 and the forfeiture of Restricted Stock Units granted pursuant to Section 6, and (ii) the Maximum Bonus Award that may be earned by any Participant is 200% of his or her Target Bonus Award. In addition, the Committee or the Designated Officer is authorized, in its sole discretion, to adjust or modify the calculation of the Corporate Achievement Factor in connection with any one or more of the following events: (i) asset write-downs; (ii) significant litigation or claim judgments or settlements; (iii) the effect of changes in tax laws, accounting standards or principles, or other laws or regulatory rules affecting reporting results; (iv) any reorganization and restructuring programs; (v) acquisitions or divestitures; (vi) any other unusual or nonrecurring events or objectively determinable category thereof; (vii) foreign exchange gains and losses; and (viii) a change in the Company's fiscal year.

(i) Officer Participants. On the Payout Determination Date, the Committee shall determine the Actual Bonus Award earned by each Officer Participant by multiplying (i) the Officer Participant's Target Bonus Award by (ii) the Corporate Achievement Factor and by (iii) the Officer Participant's Personal Performance Factor, and shall determine the performance vesting of the Restricted Stock Units granted to the Officer Participant pursuant to this Bonus Plan. For example, assuming an Officer Participant's Target Bonus Award equals \$250,000, the Corporate Achievement Factor equals 120% and the Participant's Personal Performance Factor equals 100%, the Participant's Actual Bonus Award would be \$300,000 ($\$250,000 \times 120\% \times 100\%$).

(ii) Other Participants. On the Payout Determination Date, the Committee or the Designated Officer, as applicable, shall determine the Actual Bonus Award earned by each Participant that is not an Officer Participant by multiplying (i) the Participant's Target Bonus Award by (ii) the Corporate Achievement Factor and by (iii) the Participant's Personal Performance Factor, and shall determine the performance vesting of the Restricted Stock Units granted to the Participant pursuant to this Bonus Plan; provided, however, in no event shall the sum of the Actual Bonus Awards payable to all Participants that are not Officer Participants exceed the amount of the Bonus Pool. For example, assuming that such a Participant's Target Bonus Award equals \$60,000, the Corporate Achievement Factor equals 120% and the Participant's Personal Performance Factor equals 100%, the Participant's Actual Bonus Award would be \$72,000 ($\$60,000 \times 120\% \times 100\%$).

6. Actual Bonus Award Payment.

(a) Right to Receive Payment. Each Actual Bonus Award under the Bonus Plan shall be paid solely from the general assets of the Company, or as applicable, the issuance of shares of Common Stock pursuant to Restricted Stock Units. Nothing in the Bonus Plan shall be construed to create a trust or to establish or evidence any Participant's claim of any right to payment of an Actual Bonus Award other than as an unsecured general creditor with respect to any payment to which he or she may be entitled.

(b) Form of Payment of Actual Bonus Awards. Except as otherwise determined by the Committee or the Designated Officer, as applicable, subject to Section 4, the Company shall distribute all Actual Bonus Awards to the Participants as follows.

(i) Equity Portion of Actual Bonus Award.

(1) General. A portion of a Participant's Actual Bonus Award equal in value to sixty (60) percent of the Participant's Target Bonus Award (determined as of the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable) will be paid in the form of Restricted Stock Units.

(2) Grant Date and Vesting Date of Restricted Stock Units. The Restricted Stock Units shall be granted to each Participant under the A&R 2015 Plan on such date as the Committee shall determine in its sole discretion (in each case, the "**Grant Date**"), and shall vest on the Vesting Date, subject to the (i) Participant's Continuous Service (as defined in the A&R 2015 Plan) through the Vesting Date (except (A) as provided in Section 4(g) or (B) to the extent an applicable severance plan or an individual employment, retention or other written agreement between the Company and the Participant provides for payment of any portion of an annual performance bonus in connection with a qualifying termination of employment resulting in the accelerated vesting of any such Restricted Stock Units) and (ii) level of achievement of the Corporate Achievement Factor and Personal Performance Factor as set forth in this Section 6(b). The level of achievement of the Corporate Achievement Factor and the Participant's Personal Performance Factor shall apply first to the vesting of the Restricted Stock Units and then to the payment of any portion of a Participant's Actual Bonus Award in cash in accordance with Section 6(b)(ii).

(3) Number of Shares Subject to Restricted Stock Units. The number of shares of Common Stock subject to the Restricted Stock Units granted to each Participant shall be equal to (i) sixty (60) percent of the Participant's Target Bonus Award (determined as of the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable), divided by (ii) the fair market value of a share of Common Stock on the Grant Date (as determined in accordance with the terms of the A&R 2015 Plan) (the "**Grant Date FMV**"), rounded down to the nearest whole share. The dollar amount of the portion of sixty (60) percent of any Participant's Target Bonus Award (determined as of the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable) that exceeds the value of the shares of Common Stock subject to the Restricted Stock Units granted to such Participant as of the Grant Date due to rounding down to the nearest whole share, if any, may, at the discretion of the Committee or the Designated Officer, as applicable, be paid in cash when the Participant's Actual Bonus Award is otherwise scheduled to be paid in accordance with the terms of the Bonus Plan, provided that the product of the Corporate Achievement Factor and the Personal Performance Factor for the Participant is equal to or greater than sixty (60) percent.

(4) Vesting and Other Terms and Conditions of Restricted Stock Units. The Restricted Stock Units shall be subject to the terms and conditions of the A&R 2015 Plan and a form of restricted stock unit agreement as determined by the Committee in its sole discretion and shall be settled in accordance with the terms of such restricted stock unit agreement. Subject to the terms and conditions of this Bonus Plan, the number of Restricted Stock Units granted to a Participant pursuant to this Section 6(b)(i) that are eligible to vest on the Vesting Date, if any, shall equal (i) the dollar amount of the Participant's Actual Bonus Award actually earned by the Participant and determined in accordance with Section 5(g), divided by (ii)

the Grant Date FMV, rounded down to the nearest number of whole shares, subject to a limit on vesting equal to 100% of the number of Restricted Stock Units granted to the Participant with respect to the Performance Period pursuant to this Bonus Plan. In no event may any Participant vest in, or have any entitlement to, a number of Restricted Stock Units under the terms of this Bonus Plan that exceeds 100% of the number of Restricted Stock Units actually granted to the Participant pursuant to this Bonus Plan. Any Restricted Stock Units that do not vest in accordance with this Section 6(b)(i) shall be forfeited and terminated for no consideration on the Vesting Date, provided that a Participant shall forfeit all of his or her Restricted Stock Units granted in accordance with this Section 6(b)(i) upon termination of Continuous Service (as defined in the A&R 2015 Plan) for any reason prior to the Vesting Date, except (i) as provided in Section 4(g) or (ii) to the extent an applicable severance plan or an individual employment, retention, or other written agreement between the Company and such Participant provides for payment of any portion of an annual performance bonus in connection with a qualifying termination of employment resulting in the accelerated vesting of any such Restricted Stock Units. Notwithstanding the foregoing or anything to the contrary set forth in this Bonus Plan, the Committee may, subject to the consent of a Participant, pay any portion of an Actual Bonus Award that is greater than or less than sixty (60) percent of the Participant's Target Bonus Award (determined as of the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable) in the form of Restricted Stock Units, subject to the requirements of applicable law.

(5) New Participants. Notwithstanding anything to the contrary set forth in this Bonus Plan, any Actual Bonus Award that becomes payable under this Bonus Plan to an employee or consultant that becomes a Participant in the Bonus Plan following March 1, 2024 but on or before October 1, 2024 (or such other date determined by the Committee or the Designated Officer, as applicable) (including any such employee or consultant who becomes a Participant in accordance with the foregoing as a result of recommencing employment or service with the Company or an Affiliate after such employment or service had terminated earlier during the Performance Period), may be paid in cash or in a combination of Restricted Stock Units and cash, in each case at the sole discretion of the Committee or the Designated Officer, as applicable. Notwithstanding anything to the contrary set forth in this Bonus Plan, the Committee or the Designated Officer, as applicable, will have the discretion to determine the terms of any such Actual Bonus Award (including any cash payments and/or Restricted Stock Units subject to such Actual Bonus Award), which terms may differ from the terms of this Bonus Plan applicable to Actual Bonus Awards (including any cash payments and/or Restricted Stock Units subject to such Actual Bonus Awards) granted to individuals who become Participants in the Bonus Plan prior to March 1, 2024.

(ii) Cash Portion of Actual Bonus Award. Subject to Section 6(d), to the extent a Participant's Actual Bonus Award determined on the Payout Determination Date exceeds sixty (60) percent of the Participant's Target Bonus Award (determined as of the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable) and the Participant was granted Restricted Stock Units in accordance with the terms of Section 6(b)(i), the remainder of a Participant's Actual Bonus Award (determined by subtracting the dollar amount of sixty (60) percent of the Target Bonus Award as of the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable (without regard to the value of the Restricted Stock Units at any date) from the dollar

amount of the Actual Bonus Award determined on the Payout Determination Date), if any, shall be paid to the Participant in cash as soon as is practicable following the Payout Determination Date for the Performance Period, but in no event later than the 15th day of the third calendar month after the end of the calendar year in which the Participant's Actual Bonus Award is no longer subject to a substantial risk of forfeiture, within the meaning of Treasury Regulation Section 1.409A-1(d). Payments under this Bonus Plan shall be made in a manner that complies with Treasury Regulation Section 1.409A-1(b)(4), and this Bonus Plan shall be construed in accordance with such provision. To the extent the dollar amount of a Participant's Actual Bonus Award determined on the Payout Determination Date is greater than \$0 but less than sixty (60) percent of the Participant's Target Bonus Award on the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable (determined as the dollar amount of the Target Bonus Award as of the Corporate Performance Goal Determination Date or any later date pursuant to Section 5(d), as applicable, without regard to the value of the Restricted Stock Units at any date), the Participant shall not be entitled to any portion of his or her Actual Bonus Award paid in cash, and the Participant shall forfeit for no consideration any Restricted Stock Units that have not vested in accordance with this Section 6(b).

(iii) Example. Assume a Participant's Base Compensation is \$120,000 and target bonus percentage is 20%, such that the Participant's Target Bonus Award as of the Corporate Performance Goal Determination Date is \$24,000. Assume further that the fair market value of a share of Common Stock on the Grant Date of the Restricted Stock Units for the applicable Performance Period is \$40.00 per share. On the Grant Date, the Participant shall be granted Restricted Stock Units with respect to 360 shares of Common Stock (\$24,000 multiplied by 60% divided by \$40.00) that are eligible to vest on the Vesting Date for the applicable Performance Period based upon the level of achievement and the Corporate Achievement Factor and the Participant's Personal Performance Factor. Assume further that the Committee determines that the Corporate Achievement Factor for the Performance Period is 100% and the Committee or the Designated Officer, as applicable, determines that the Participant's Personal Performance Factor is 120%. As a result of these determinations, the Participant is entitled to an Actual Bonus Award for the Performance Period equal to \$28,800 ($\$24,000 \times 100\% \times 120\%$). On the Vesting Date, 360 shares subject to the Restricted Stock Units shall vest ($\$28,800$ Actual Bonus Award divided by $\$40.00$ (subject to a limit of 100% of Restricted Stock Units granted)). In addition, since Restricted Stock Units with a value of \$14,400 were granted to the Participant on the Grant Date, the cash portion of the Participant's Actual Bonus Award shall be \$14,400 ($\$28,800 - \$14,400$), paid in accordance with the terms of the Bonus Plan, regardless of the value of the Restricted Stock Units on the Payout Determination Date. Alternatively, assume that on the Payout Determination Date the Committee determines that the Corporate Achievement Factor is 60% and the Committee or the Designated Officer, as applicable, determines that the Participant's Personal Performance Factor for the Performance Period is 60%. As a result of these determinations, the Participant is entitled to an Actual Bonus Award for the Performance Period equal to \$8,640 ($\$24,000 \times 60\% \times 60\%$). The Participant will not be entitled to the payment of any portion of the Actual Bonus Award in cash, and the Participant will vest in only 216 Restricted Stock Units ($\$8,640$ Actual Bonus Award divided by $\$40.00$) and the remaining 144 Restricted Stock Units will be forfeited.

(c) Tax Withholding. The Company will withhold from any payments under the Bonus Plan and from any other amounts payable to a Participant by the Company any amount

required to satisfy the income and employment tax withholding obligations arising under applicable federal and state laws in respect of an Actual Bonus Award. Without limiting the foregoing, with respect to any portion of an Actual Bonus Award paid in Restricted Stock Units, the Company may, in its sole discretion, satisfy all or any portion of its tax withholding obligations by (i) causing a Participant to tender a cash payment, (ii) permitting or requiring a Participant to enter into a "same day sale" commitment, if applicable, with a broker-dealer whereby the Participant irrevocably elects to sell a portion of the shares of Common Stock to be delivered in connection with the settlement of the Restricted Stock Units to satisfy the Company's withholding obligation and whereby the broker-dealer irrevocably commits to forward the proceeds necessary to satisfy the Company's withholding obligation directly to the Company, or (iii) withholding from any shares of Common Stock otherwise issuable to a Participant upon settlement of Restricted Stock Units a number of whole shares having a fair market value as of the date of payment (as determined under the A&R 2015 Plan) not in excess of the maximum amount of tax required to be withheld by the Company by law (or such other amount as may be permitted while still avoiding classification of the Restricted Stock Units as a liability for financial accounting purposes). The Company may require the Participant to satisfy any remaining amount of the tax withholding obligations by tendering a cash payment. Each Participant is encouraged to contact his or her personal legal or tax advisors with respect to the benefits provided by the Bonus Plan. Neither the Company nor any of its employees, directors, officers or agents are authorized to provide any tax advice to Participants with respect to the benefits provided under the Bonus Plan.

(d) Deferral. The Committee, in its sole discretion, may permit a Participant to defer receipt of the payment of any Actual Bonus Award in cash that would otherwise be delivered to a Participant under the Bonus Plan pursuant to Section 6(b). Any such deferral elections will comply with the requirements of Section 409A of the Code, and will be subject to such rules and procedures as will be determined by the Committee, in its sole discretion.

7. Amendment and Termination of the Bonus Plan. The Committee may amend, modify, suspend or terminate the Bonus Plan, in whole or in part, at any time, including adopting amendments deemed necessary or desirable to correct any defect or to supply omitted data or to reconcile any inconsistency in the Bonus Plan or in any Actual Bonus Award granted hereunder; *provided, however*, that no amendment, alteration, suspension or discontinuation shall be made that would change the settlement dates of any Restricted Stock Units if such change would fail to comply with the requirements of Section 409A of the Code. At no time before the actual distribution of funds to Participants under the Bonus Plan or the vesting of Restricted Stock Units granted pursuant to the Bonus Plan shall any Participant accrue any vested interest or right whatsoever under the Bonus Plan except as otherwise stated in the Bonus Plan.

8. No Guarantee of Employment. The Bonus Plan is intended to provide a financial incentive to Participants and is not intended to confer any rights to continued employment or service upon Participants, whose employment or service will remain at-will and subject to termination by either the Company or Participant at any time, with or without cause or notice.

9. Recovery. Any amounts paid (or Restricted Stock Units granted) under this Bonus Plan will be subject to recoupment in accordance with the Company's Policy for Recoupment of Incentive Compensation, as may be amended, including to comply with the listing standards of

any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any plan of or agreement with the Company.

EXHIBIT A

2024 CORPORATE PERFORMANCE GOALS

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, Matthew J. Desch, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Iridium Communications Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 18, 2024

/s/ Matthew J. Desch

Matthew J. Desch

Chief Executive Officer
(principal executive officer)

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, Thomas J. Fitzpatrick, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Iridium Communications Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 18, 2024

/s/ Thomas J. Fitzpatrick

Thomas J. Fitzpatrick
Chief Financial Officer
(principal financial officer)

**CERTIFICATIONS OF
PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the Chief Executive Officer and the Chief Financial Officer of Iridium Communications Inc. (the "Company") each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, to which this Certification is attached as Exhibit 32.1 (the "Quarterly Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition of the Company at the end of the period covered by the Quarterly Report and results of operations of the Company for the periods covered in the financial statements in the Quarterly Report.

Dated: April 18, 2024

/s/ Matthew J. Desch

Matthew J. Desch

Chief Executive Officer

/s/ Thomas J. Fitzpatrick

Thomas J. Fitzpatrick

Chief Financial Officer

This certification accompanies the Quarterly Report and shall not be deemed "filed" by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.