

**FIRST AMENDMENT TO THE NON-EXCLUSIVE CONCESSION AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND BOINGO WIRELESS INC.  
FOR WIRELESS FIDELITY (WI-FI) INTERNET ACCESS SERVICE AT LAX**

THIS FIRST AMENDMENT TO THE NON-EXCLUSIVE CONCESSION AGREEMENT (this "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date") between the City of Los Angeles, acting by and through its Board of Airport Commissioners ("Board") of the Los Angeles World Airports ("LAWA"), a department of the City of Los Angeles (collectively, "City"), and BOINGO WIRELESS INC. ("Concessionaire"). City and Concessionaire are each a "Party" to this First Amendment, and collectively are referred to herein as "Parties." Los Angeles International Airport is referred to herein as "LAX."

**RECITALS**

The Parties hereby acknowledge and agree that their respective decisions to enter into this First Amendment are premised on the following recitals which set forth certain facts upon which the Parties agree:

A. City and Consultant entered into a Non-Exclusive Concession Agreement dated June 29, 2015, for Wireless Fidelity (Wi-Fi) Internet Access at LAX (Contract No. LAA-8862, referred to herein as "the Contract"). Unless otherwise specified, all capitalized terms in this First Amendment shall have their meanings as set forth in the Contract.

B. Los Angeles World Airports (LAWA) has received consumer complaints regarding the number of steps required and time it takes for users to access the free Wi-Fi. LAWA desires to improve customer satisfaction by reducing the steps and limiting the requirements to access free Wi-Fi at LAX.

C. Concessionaire represents that it estimates the requested reductions in steps and limits on requirements to access free Wi-Fi at LAX will reduce its share of Wi-Fi revenues by an amount in excess of \$400,000 per year.

D. LAWA desires to pilot the use of Mobile Passport at the Tom Bradley International Terminal (TBIT), and in order to enable the contemplated use of Mobile Passport, 12 Additional Wireless Access Points must be installed in the Federal Inspection Service (FIS) area bus terminals hallways.

E. Concessionaire represents that the cost to construct the 12 Additional Wireless Access Points in TBIT is \$65,000, and therefore has agreed to construct the required 12 additional Wireless Access Points in exchange for a onetime credit to the Base Annual Fee in the amount of \$65,000.

F. The Parties therefore desire to amend the Contract to:

1. Restrict the number of actions a user must take in order to access free Wi-Fi at LAX to match the User Experience set forth on Exhibit A hereto which may be modified from time to time by mutual agreement of the parties;
2. Prohibit Concessionaire from requiring users to download an application (App) to a computer, tablet, cell phone, PDA or other device in order to access free Wi-Fi at LAX;
3. Reduce the Base Annual Fee by \$400,000 per year thereby decreasing the Base Annual Fee from \$816,000 to \$416,000 per year, and
4. Require Concessionaire to construct 12 additional Wireless Access Points in the TBIT FIS area bus terminal hallways to accommodate the Mobile Passport pilot in return for a onetime credit of \$65,000 towards Concessionaire's Base Annual Fee.

#### **A G R E E M E N T**

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Base Annual Fee.** Section 5.1 is hereby amended to delete the phrase "Eight Hundred Thousand Dollars (\$800,000)" and to insert in its place the phrase "Four Hundred Sixteen Thousand Dollars (\$416,000)."

**Section 2. Internet Advertisements.** Section 10.5.9 is hereby amended to delete the phrase "download an item."

**Section 3. Service.**

Section 3.3.1.1 Complimentary (Free with Advertising/Sponsorship) is hereby amended to add the following sentence to the end of the section:

"LAWA may require Concessionaire to allow potential Wi-Fi users to get from the restricted access page (Walled Garden page) to connecting to free Wi-Fi in one click. The potential free Wi-Fi user will access the network for LAWA Free Wi-Fi and then view a Walled Garden page that will provide the user with three options:

- 1) Connect to LAX Free Unlimited Wi-Fi;
- 2) Connect to "Boingo Unlimited" a paid service; and
- 3) Connect to "Boingo As You Go" a paid service.

If the person clicks on the choice to connect to "LAX Free Unlimited Wi-Fi, then the person will be shown an ad or sponsorship message of up to 30 seconds in length and then immediately get connected and directed to the LAWA website home page (Landing page)."

**Section 4. Wi-Fi Network Infrastructure Upgrade and Operation, Concessionaire's Responsibilities.**

Exhibit A Section 2.1(b)(v) shall be amended to add the following at the end of the section:

"As requested and as approved by LAWA, Concessionaire shall construct 12 additional new Wireless Access Points in the Federal Inspection Service (FIS) area bus terminal hallways at the Tom Bradley International Terminal (TBIT) to support the Customs Border Patrol (CBP) Mobile Passport application. Upon completion of the addition, and acceptance by LAWA, Concessionaire shall receive a onetime credit in the amount of \$65,000 to the Base Annual Fee.

**Section 5. Effect of This First Amendment.** Except as modified by this First Amendment, the Contract is hereby ratified and confirmed and all other terms of the Contract shall remain in full force and effect, unaltered and unchanged by this First Amendment. If there is any unresolvable conflict between the provisions of this First Amendment and the provisions of the Contract, the provisions of the Contract shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Contract are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

**Section 6. Integration; No Third Party Beneficiaries.** No provisions of the First Amendment may be further amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. Except as expressly provided for herein, this First Amendment is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

**Section 7. Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Contract and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto.

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**Section 8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this First Amendment attached thereto.

**SIGNATURE BLOCKS**

IN WITNESS WHEREOF, the parties hereto have themselves or through their duly authorized officers caused this First Amendment to be executed as of the day and year herein below written.

**APPROVED AS TO FORM:**  
Michael N. Feuer, City Attorney

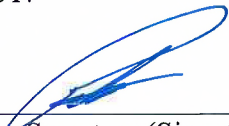
Date: 4-24-2017

By:   
Deputy/Assistant City Attorney


**CITY OF LOS ANGELES**

By \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

ATTEST:

By   
Secretary (Signature)  
Peter Haven  
Print Name

**BOINGO WIRELESS, INC.**

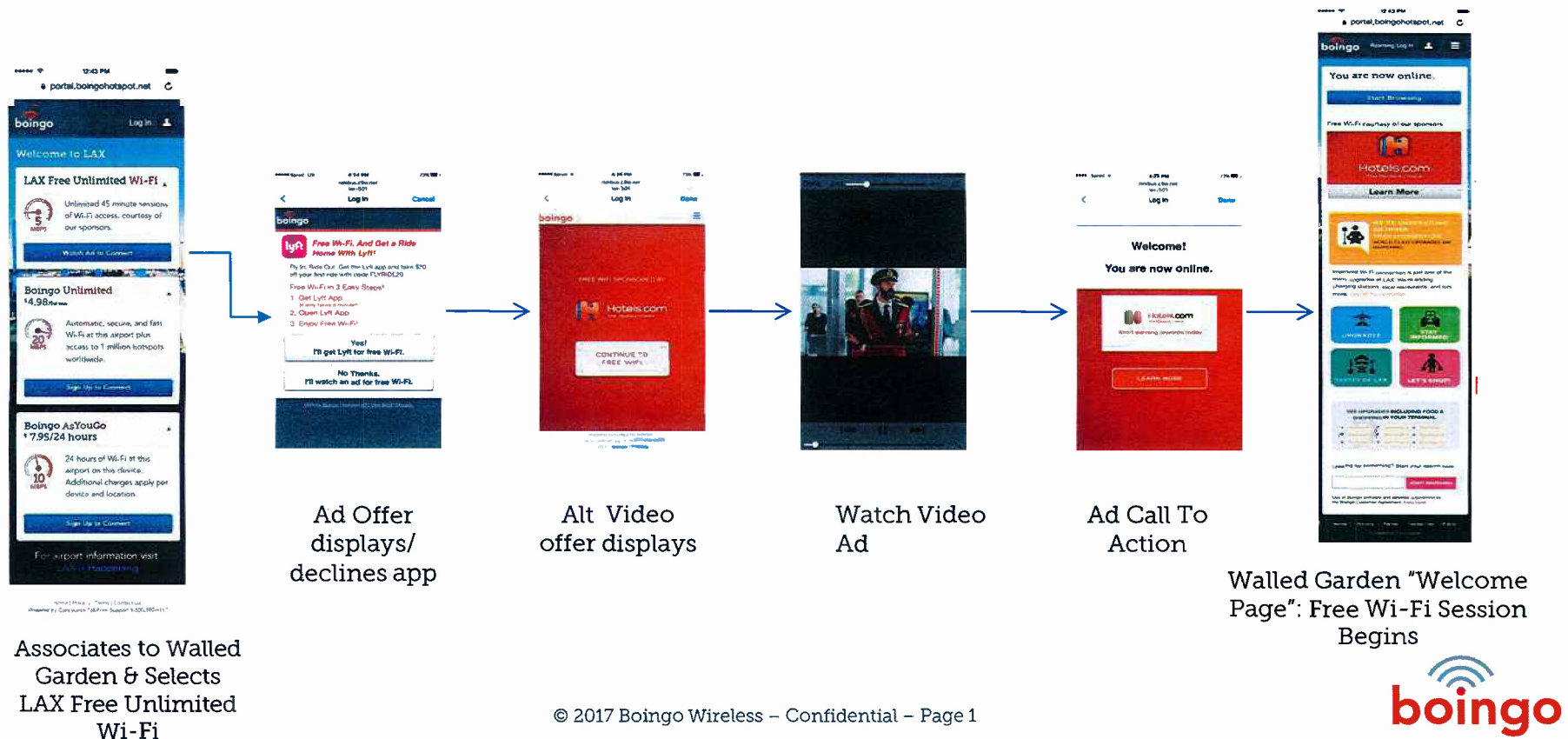
By   
Signature  
DOUGLAS M. LODEN  
Print Name

[SEAL]

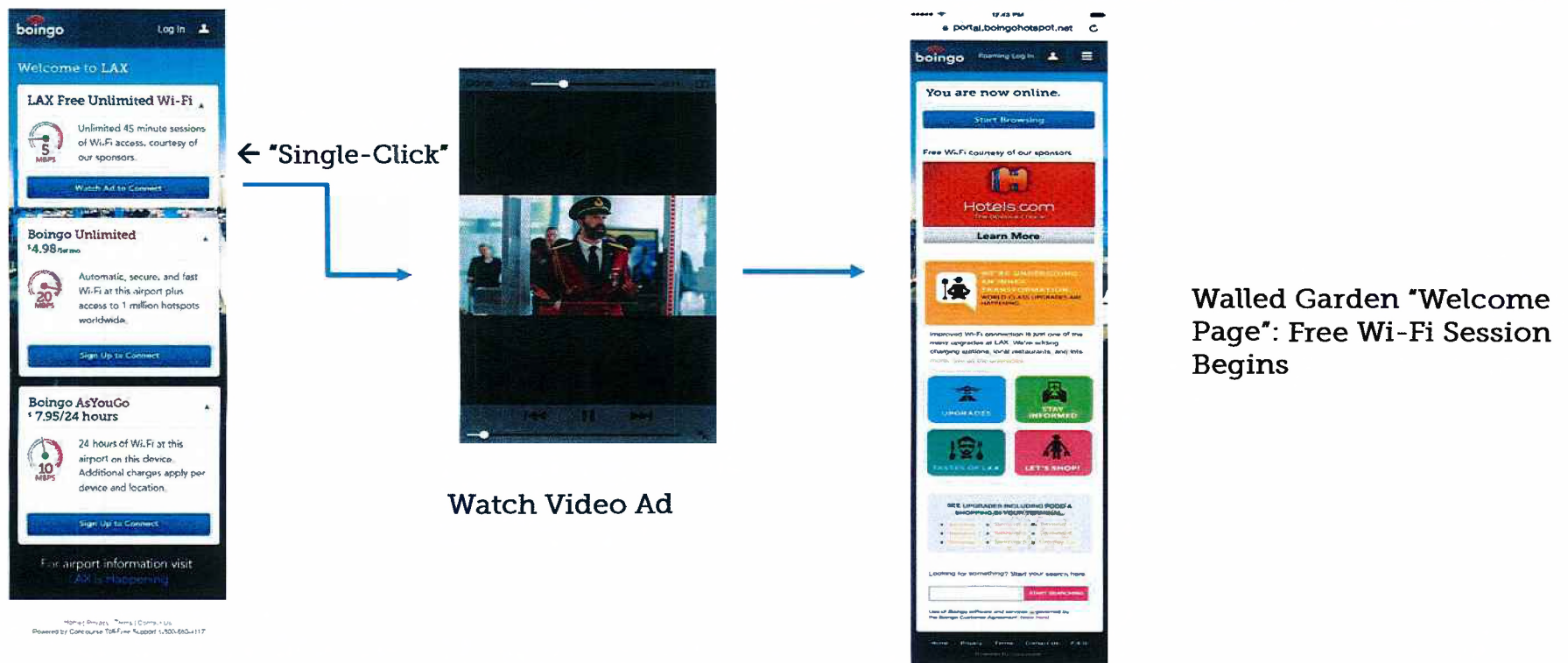


SVP, BUSINESS DEVELOPMENT  
Print Title

# Current Walled Garden UX Flow: Phase I



## Future Walled Garden UX Flow: Phase II/UX Matrix Option #6



Customer associates to WG, selects "Watch Ad to Connect" under "LAX Free Unlimited Wi-Fi"