BOINGO WIRELESS INC

FORM 10-Q
(Quarterly Report)

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

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

For the quarterly period ended June 30, 2017

OR

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

For the transition period from to

Commission file number: 001-35155

BOINGO WIRELESS, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**95-4856877** (I.R.S. Employer Identification No.)
10960 Wilshire Blvd., 23rd Floor **Los Angeles, California** (Address of principal executive offices)	**90024** (Zip Code)

(310) 586-5180
(Registrant's telephone number, including area code)

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post 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. (Check one):

Large accelerated filer ☐	Accelerated filer ☒
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	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 ☒

As of July 28, 2017, there were 40,109,093 shares of the registrant's common stock outstanding.

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PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

Boingo Wireless, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)
(In thousands, except per share amounts)

	June 30, 2017	December 31, 2016
Assets		
Current assets:		
Cash and cash equivalents	$ 22,321	$ 19,485
Accounts receivable, net	26,989	42,978
Prepaid expenses and other current assets	6,113	5,344
Total current assets	55,423	67,807
Property and equipment, net	258,744	250,765
Goodwill	42,403	42,403
Intangible assets, net	11,951	13,783
Other assets	5,945	6,223
Total assets	$ 374,466	$ 380,981
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 15,229	$ 15,516
Accrued expenses and other liabilities	34,987	27,723
Deferred revenue	61,648	50,869
Current portion of long-term debt	875	1,094
Current portion of capital leases and notes payable	4,527	3,993
Total current liabilities	117,266	99,195
Deferred revenue, net of current portion	144,538	152,719
Long-term debt	5,438	15,875
Long-term portion of capital leases and notes payable	4,393	4,612
Deferred tax liabilities	3,451	3,208
Other liabilities	6,627	6,826
Total liabilities	281,713	282,435
Commitments and contingencies (Note 8)		
Stockholders' equity:		
Preferred stock, $0.0001 par value; 5,000 shares authorized; no shares issued and outstanding	—	—
Common stock, $0.0001 par value; 100,000 shares authorized; 39,757 and 38,562 shares issued and outstanding at June 30, 2017 and December 31, 2016, respectively	4	4
Additional paid-in capital	220,261	211,275
Accumulated deficit	(127,498)	(112,601)
Accumulated other comprehensive loss	(901)	(870)
Total common stockholders' equity	91,866	97,808
Non-controlling interests	887	738
Total stockholders' equity	92,753	98,546
Total liabilities and stockholders' equity	$ 374,466	$ 380,981

The accompanying notes are an integral part of these condensed consolidated financial statements.

Boingo Wireless, Inc.
Condensed Consolidated Statements of Operations
(Unaudited)
(In thousands, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Revenue	$ 49,033	$ 39,075	$ 93,366	$ 73,574
Costs and operating expenses:				
Network access	21,105	16,915	40,512	31,593
Network operations	11,668	10,418	22,931	20,868
Development and technology	6,663	5,267	12,997	10,620
Selling and marketing	5,094	4,882	9,987	9,550
General and administrative	11,263	7,700	19,366	15,852
Amortization of intangible assets	910	862	1,821	1,727
Total costs and operating expenses	56,703	46,044	107,614	90,210
Loss from operations	(7,670)	(6,969)	(14,248)	(16,636)
Interest and other expense, net	(46)	(152)	(42)	(182)
Loss before income taxes	(7,716)	(7,121)	(14,290)	(16,818)
Income tax expense	141	124	340	362
Net loss	(7,857)	(7,245)	(14,630)	(17,180)
Net income attributable to non-controlling interests	160	21	267	70
Net loss attributable to common stockholders	$ (8,017)	$ (7,266)	$ (14,897)	$ (17,250)
Net loss per share attributable to common stockholders:				
Basic	$ (0.20)	$ (0.19)	$ (0.38)	$ (0.46)
Diluted	$ (0.20)	$ (0.19)	$ (0.38)	$ (0.46)
Weighted average shares used in computing net loss per share attributable to common stockholders:				
Basic	39,286	37,944	38,997	37,749
Diluted	39,286	37,944	38,997	37,749

The accompanying notes are an integral part of these condensed consolidated financial statements.

Boingo Wireless, Inc.
Condensed Consolidated Statements of Comprehensive Income (Loss)
(Unaudited)
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Net loss	$ (7,857)	$ (7,245)	$ (14,630)	$ (17,180)
Other comprehensive (loss) income, net of tax				
Foreign currency translation adjustments	(70)	131	(24)	224
Comprehensive loss	(7,927)	(7,114)	(14,654)	(16,956)
Comprehensive income (loss) attributable to non-controlling interest	183	(26)	274	(12)
Comprehensive loss attributable to common stockholders	$ (8,110)	$ (7,088)	$ (14,928)	$ (16,944)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Boingo Wireless, Inc.
Condensed Consolidated Statement of Stockholders' Equity
(Unaudited)
(In thousands)

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Non-controlling Interests	Total Stockholders' Equity
Balance at December 31, 2016	38,562	$ 4	$ 211,275	$ (112,601)	$ (870)	$ 738	$ 98,546
Issuance of common stock under stock incentive plans	1,195	—	3,624	—	—	—	3,624
Shares withheld for taxes	—	—	(2,458)	—	—	—	(2,458)
Stock-based compensation expense	—	—	7,820	—	—	—	7,820
Non-controlling interest distributions	—	—	—	—	—	(125)	(125)
Net loss	—	—	—	(14,897)	—	267	(14,630)
Other comprehensive (loss) income	—	—	—	—	(31)	7	(24)
Balance at June 30, 2017	39,757	$ 4	$ 220,261	$ (127,498)	$ (901)	$ 887	$ 92,753

The accompanying notes are an integral part of these condensed consolidated financial statements.

Boingo Wireless, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016
Cash flows from operating activities		
Net loss	$ (14,630)	$ (17,180)
Adjustments to reconcile net loss including non-controlling interests to net cash provided by operating activities:		
Depreciation and amortization of property and equipment	30,999	21,708
Amortization of intangible assets	1,821	1,727
Other	53	—
Impairment loss and loss on disposal of fixed assets, net	440	19
Stock-based compensation	7,332	6,684
Change in deferred income taxes	243	256
Changes in operating assets and liabilities:		
Accounts receivable	15,975	(4,691)
Prepaid expenses and other assets	(553)	147
Accounts payable	(2,556)	(1,199)
Accrued expenses and other liabilities	5,630	3,642
Deferred revenue	2,599	44,554
Net cash provided by operating activities	47,353	55,667
Cash flows from investing activities		
Purchases of property and equipment	(31,917)	(64,257)
Payments for asset acquisition	(1,150)	—
Net cash used in investing activities	(33,067)	(64,257)
Cash flows from financing activities		
Proceeds from credit facility	—	5,000
Principal payments on credit facility	(10,656)	(438)
Debt issuance costs	—	(124)
Proceeds from exercise of stock options	3,624	1,784
Payments of capital leases and notes payable	(1,819)	(1,277)
Payments of withholding tax on net issuance of restricted stock units	(2,458)	(1,520)
Payments to non-controlling interests	(125)	(286)
Net cash (used in) provided by financing activities	(11,434)	3,139
Effect of exchange rates on cash	(16)	24
Net increase (decrease) in cash and cash equivalents	2,836	(5,427)
Cash and cash equivalents at beginning of period	19,485	14,718
Cash and cash equivalents at end of period	$ 22,321	$ 9,291
Supplemental disclosure of non-cash investing and financing activities		
Property and equipment costs in accounts payable, accrued expenses and other liabilities	$ 22,015	$ 22,011
Purchase of equipment and prepaid maintenance services under capital financing arrangements	$ 1,976	$ 3,067

The accompanying notes are an integral part of these condensed consolidated financial statements.

Boingo Wireless, Inc.
Notes to the Condensed Consolidated Financial Statements
(Unaudited)
(In thousands, except shares and per share amounts)

1. The business

Boingo Wireless, Inc. and its subsidiaries (collectively “we, “us”, “our” or “the Company”) is a leading global provider of wireless connectivity solutions for smartphones, tablets, laptops, wearables and other wireless-enabled consumer devices. Boingo Wireless, Inc. was incorporated on April 16, 2001 in the State of Delaware. We have a diverse monetization model that enables us to generate revenues from wholesale partnerships, retail sales, and advertising across these wireless networks. Wholesale offerings include distributed antenna systems (“DAS”) and small cells, which are cellular extension networks,Wi-Fi roaming, value-added services, private label Wi-Fi and location based services. Retail products include Wi-Fi and TV services for military servicemen and women living in the barracks of U.S. Army, Air Force and Marine bases around the world, and Wi-Fi subscriptions and day passes that provide access to more than 1.5 million commercial hotspots worldwide. Advertising revenue is driven by Wi-Fi sponsorships at airports, hotels, cafes and restaurants, and public spaces. Our customers include some of the world’s largest carriers, telecommunications service providers and global consumer brands, as well as troops stationed at military bases and Internet savvy consumers on the go.

2. Summary of significant accounting policies

Basis of presentation

The accompanying interim unaudited condensed consolidated financial statements and related notes for the three and six months ended June 30, 2017 and 2016 are unaudited. The unaudited interim condensed consolidated financial information has been prepared in accordance with the rules and regulations of the SEC for interim financial information. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles (“GAAP”) in the United States of America (“U.S.”) for complete financial statements. These financial statements should be read in conjunction with the audited consolidated financial statements and the accompanying notes for the year ended December 31, 2016 contained in our annual report on Form 10-K filed with the SEC on March 13, 2017. The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the annual consolidated financial statements and in the opinion of management, reflect all adjustments, consisting of normal recurring adjustments, necessary for a fair statement of our results of operations for the three and six months ended June 30, 2017 and 2016, our cash flows for the six months ended June 30, 2017, and our financial position as of June 30, 2017. The year-end balance sheet data was derived from audited consolidated financial statements, but does not include all disclosures required by GAAP. Interim results are not necessarily indicative of the results to be expected for an entire year or any other future year or interim period.

In January 2017, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2017-04, *Intangibles-Goodwill and Other (Topic 350),* which simplifies how an entity is required to test goodwill for impairment. An entity will no longer perform a hypothetical purchase price allocation to measure goodwill impairment. Instead, impairment will be measured using the difference between the carrying amount and the fair value of the reporting unit. The standard is effective for interim and annual periods beginning after December 15, 2019 with early adoption permitted for goodwill impairment tests with measurement dates after January 1, 2017. We elected to early adopt ASU 2017-04 as of January 1, 2017 and the adoption of this standard did not have a material impact on our condensed consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230)* , which adds or clarifies guidance to reduce diversity in how certain transactions are classified in the statement of cash flows. The standard is effective for interim and annual periods beginning after December 15, 2017 with early adoption permitted. The standard requires application using a retrospective transition method. We elected to early adopt ASU 2016-15 as of January 1, 2017 and the adoption of this standard did not have a material impact on our condensed consolidated financial statements.

Principles of consolidation

The unaudited condensed consolidated financial statements include our accounts and the accounts of our majority owned subsidiaries. We consolidate our 70% ownership of Chicago Concourse Development Group, LLC and our 75% ownership of Boingo Holding Participacoes Ltda. in accordance with FASB Accounting Standards Codification (“ASC”) 810, *Consolidation* . Other parties’ interests in consolidated entities are reported as non-controlling interests. All intercompany balances and transactions have been eliminated in consolidation.

Segment and geographical information

We operate as one reportable segment; a service provider of wireless connectivity solutions across our managed and operated network and aggregated network for mobile devices such as laptops, smartphones, tablets and other wireless-enabled consumer devices. This single segment is consistent with the internal organization structure and the manner in which operations are reviewed and managed by our Chief Executive Officer, the chief operating decision maker.

All significant long-lived tangible assets are held in the United States of America. We do not disclose sales by geographic area because to do so would be impracticable.

The following is a summary of our revenue by primary revenue source:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Revenue:				
DAS	$ 18,552	$ 13,892	$ 34,808	$ 24,998
Military	13,542	9,734	26,083	18,832
Wholesale—Wi-Fi	7,300	5,206	14,131	10,143
Retail	6,358	6,567	12,773	13,481
Advertising and other	3,281	3,676	5,571	6,120
Total revenue	$ 49,033	$ 39,075	$ 93,366	$ 73,574

Revenue recognition

We generate revenue from several sources including: (i) DAS customers that are telecom operators under long-term contracts for access to our DAS at our managed and operated locations, (ii) military and retail customers under subscription plans for month-to-month network access that automatically renew, and military and retail single-use access from sales of hourly, daily or other single-use access plans, (iii) arrangements with wholesale Wi-Fi customers that provide software licensing, network access, and/or professional services fees, and (iv) display advertisements and sponsorships on our walled garden sign-in pages. Software licensed by our wholesale platform services customers can only be used during the term of the service arrangements and has no utility to them upon termination of the service arrangement.

We recognize revenue when an arrangement exists, services have been rendered, fees are fixed or determinable, no significant obligations remain related to the earned fees and collection of the related receivable is reasonably assured. Revenue is presented net of any sales and value added taxes.

Revenue generated from access to our DAS networks consists of build-out fees and recurring access fees under certain long-term contracts with telecom operators. Build-out fees paid upfront are generally deferred and recognized ratably over the term of the estimated customer relationship period, once the build-out is complete. Periodically, we install and sell Wi-Fi and DAS networks to customers where we do not have service contracts or remaining obligations beyond the installation of those networks and we recognize build-out fees for such projects as revenue when the installation work is completed and the network has been accepted by the customer. Minimum monthly access fees for usage of the DAS networks are non-cancellable and generally escalate on an annual basis. These minimum monthly access fees are recognized ratably over the term of the telecom operator agreement. The initial term of our contracts with telecom operators generally range from five to twenty years and the agreements generally contain renewal clauses. Revenue from DAS network access fees in excess of the monthly minimums is recognized when earned.

Subscription fees from military and retail customers are paid monthly in advance and revenue is deferred for the portions of monthly recurring subscription fees collected in advance. We provide refunds for our military and retail services on a case-by-case basis. These amounts are not significant and are recorded as contra-revenue in the period the refunds are made. Subscription fee revenue is recognized ratably over the subscription period. Revenue generated from military and retail single-use access is recognized when access is provided.

Services provided to wholesale Wi-Fi partners generally contain several elements including: (i) a term license to use our software to access our Wi-Fi network, (ii) access fees for Wi-Fi network usage, and/or (iii) professional services for software integration and customization and to maintain the Wi-Fi service. The term license, monthly minimum network access fees and professional services are billed on a monthly basis based upon predetermined fixed rates. Once the term license for integration and customization are delivered, the fees from the arrangement are recognized ratably over the remaining term of the service arrangement. The initial term of the license agreements is generally between one to five years and the agreements generally contain renewal clauses. Revenue for Wi-Fi network access fees in excess of the monthly minimum amounts is recognized when earned. All elements within existing service arrangements are generally delivered and earned concurrently throughout the term of the respective service arrangement.

In instances where the minimum monthly Wi-Fi and DAS network access fees escalate over the term of the wholesale service arrangement, an unbilled receivable is recognized when performance is within our control and when we have reasonable assurance that the unbilled receivable balance will be collected.

We adopted the provisions of ASU 2009-13, *Revenue Recognition (Topic 605)—Multiple-Deliverable Revenue Arrangements* , on a prospective basis on January 1, 2011. For multiple-deliverable arrangements entered into prior to January 1, 2011 that are accounted for under ASC 605-25, *Revenue Recognition—Multiple-Deliverable Revenue Arrangements* , we defer recognition of revenue for the full arrangement and recognize all revenue ratably over the term of the estimated customer relationship period for DAS arrangements and the wholesale service period for Wi-Fi platform service arrangements, as we do not have evidence of fair value for the undelivered elements in the arrangement. For multiple-deliverable arrangements entered into or materially modified after January 1, 2011 that are accounted for under ASC 605-25, we evaluate whether or not separate units of accounting exist and then allocate the arrangement consideration to all units of accounting based on the relative selling price method using estimated selling prices if vendor specific objective evidence and third party evidence is not available. We recognize the revenue associated with the separate units of accounting upon completion of such services or ratably over the term of the estimated customer relationship period for DAS arrangements and the wholesale service period for Wi-Fi platform service arrangements.

Advertising revenue is generated from advertisements on our managed and operated or partner networks. In determining whether an arrangement exists, we ensure that a binding arrangement is in place, such as a standard insertion order or a fully executed customer-specific agreement. Obligations pursuant to our advertising revenue arrangements typically include a minimum number of units or the satisfaction of certain performance criteria. Advertising and other revenue is recognized when the services are performed.

Foreign currency translation

Our Brazilian subsidiary uses the Brazilian Real as its functional currency. Assets and liabilities of our Brazilian subsidiary are translated to U.S. dollars at period-end rates of exchange, and revenues and expenses are translated at average exchange rates prevailing for each month. The resulting translation adjustments are made directly to a separate component of other comprehensive loss, which is reflected in stockholders' equity in our condensed consolidated balance sheets. As of June 30, 2017 and December 31, 2016, the Company had $ (901) and $(870), respectively, of cumulative foreign currency translation adjustments, net of tax, which was $0 as of June 30, 2017 and December 31, 2016 due to the full valuation allowance established against our deferred tax assets, in accumulated other comprehensive loss.

Some of our subsidiaries also enter into transactions and have monetary assets and liabilities that are denominated in a currency other than the entities' respective functional currencies. Gains and losses from the revaluation of foreign currency transactions and monetary assets and liabilities are included in the condensed consolidated statements of operations.

Fair value of financial instruments

Fair value is defined as the price that would be received from selling an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, we consider the principal or most advantageous market in which it would transact, and we consider assumptions that market participants would use when pricing the asset or liability.

The accounting guidance for fair value measurement also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard establishes a fair value hierarchy based on the level of independent, objective evidence surrounding the inputs used to measure fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The fair value hierarchy is as follows:

- Level 1—Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2—Quoted prices for identical assets and liabilities in markets that are not active, quoted prices for similar assets and liabilities in active markets or financial instruments for which significant inputs are observable, either directly or indirectly.

- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The carrying amount reflected in the accompanying condensed consolidated balance sheets for cash and cash equivalents, accounts receivable, prepaid expenses and other current assets, other assets, accounts payable, accrued expenses and other liabilities, and deferred revenue approximates fair value due to the short-term nature of these financial instruments. As of June 30, 2017 and December 31, 2016, the carrying amount reflected in the accompanying condensed consolidated balance sheets for current portion of capital leases and notes payable and long-term portion of capital leases and notes payable approximate fair value (Level 2) based on the lack of significant change in our credit risk.

Recent accounting pronouncements

In May 2017, the FASB issued ASU 2017-09, *Compensation-Stock Compensation (Topic 718): Scope of Modification Accounting* , which provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity applies modification accounting under ASC 718. According to the new standard, an entity would not apply modification accounting if the fair value, vesting conditions and classification of the modified award is the same as the original award immediately before the original award is modified. The standard is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted for all entities. The standard will be applied prospectively to modifications that occur on or after the adoption date. We currently do not expect that this standard will have a material impact on our consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* , which requires lessees to recognize assets and liabilities for all leases with lease terms of more than 12 months on the balance sheet. Under the new guidance, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee will depend on its classification as a finance or operating lease. The standard is effective for interim and annual periods beginning after December 15, 2018. Early adoption is permitted for all entities on a modified retrospective basis, with elective reliefs. We are currently evaluating the expected impact of this new standard.

In May 2014, the FASB issued ASU 2014-09, *Revenue From Contracts with Customers* , which is intended to improve and converge the financial reporting requirements for revenue from contracts with customers between U.S. GAAP and International Accounting Standards. In accordance with this new standard, an entity would recognize revenue to depict the transfer of promised goods or services. The standard establishes a five-step model and related application guidance, which will replace most existing revenue recognition guidance in U.S. GAAP. The FASB has subsequently issued several updates and proposals to clarify guidance to be applied. In August 2015, the FASB issued ASU 2015-14, *Revenue From Contracts with Customers (Topic (606): Deferral of the Effective Date* , to defer the effective date of the new revenue standard by one year. In March 2016, the FASB issued ASU 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net),* which amends the principal versus agent guidance in the new revenue standard. ASU 2016-08 clarifies that the analysis must focus on whether the entity has control of the goods or services before they are transferred to the customer. In April 2016, the FASB issued ASU 2016-10, *Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing* , which amends the revenue guidance on identifying performance obligations and accounting for licenses of intellectual property. In May 2016, the FASB issued ASU 2016-12, *Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients* , which amends certain aspects of Topic 606. In December 2016, the FASB issued ASU 2016-20, *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers* , which provides disclosure relief and clarifies the scope and application of the new revenue standard and related cost guidance. The standard, as amended, will be effective for annual and interim periods in fiscal years beginning after December 15, 2017. The FASB also agreed to allow entities to choose to adopt the new standard as of the original effective date. An entity may choose to adopt the new standard either retrospectively or through a cumulative effect adjustment as of the start of the first period for which it applies the new standard. We have selected January 1, 2018 as our effective date but we have not yet selected a transition method. We are currently evaluating the adoption approach. Our final determination will depend on a number of factors, such as the significance of the impact of the new standard on our financial results, our ability to accumulate and analyze the information necessary to assess the impact on prior period financial statements and our ability to maintain two sets of financials under current and new standards if we were to adopt the full retrospective approach. We are completing the assessment stage of our evaluation of the impact of the new standard on our accounting policies, processes, and system requirements and have started the implementation stage. We have assigned internal resources in addition to the engagement of third party service providers to assist in the evaluation and implementation. While we continue to assess all potential impacts under the new standard, there is the potential for significant impacts to the timing of recognition of revenue.

3. Cash and cash equivalents

Cash and cash equivalents consisted of the following:

	June 30, 2017	December 31, 2016
Cash and cash equivalents:		
Cash	$ 20,076	$ 17,246
Money market accounts	2,245	2,239
Total cash and cash equivalents	$ 22,321	$ 19,485

Our money market account assets are measured at fair value on a recurring basis utilizing Level 1 inputs.

4. Property and equipment

The following is a summary of property and equipment, at cost less accumulated depreciation and amortization:

	June 30, 2017	December 31, 2016
Leasehold improvements	$ 378,194	$ 358,477
Software	37,180	33,349
Construction in progress	31,998	18,859
Computer equipment	12,017	10,878
Furniture, fixtures and office equipment	1,751	1,760
Total property and equipment	461,140	423,323
Less: accumulated depreciation and amortization	(202,396)	(172,558)
Total property and equipment, net	$ 258,744	$ 250,765

Depreciation and amortization expense, which includes depreciation and amortization for property and equipment under capital leases, is allocated as follows in the accompanying condensed consolidated statements of operations:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Network access	$ 9,354	$ 6,205	$ 17,729	$ 11,462
Network operations	4,131	3,255	8,286	6,450
Development and technology	2,270	1,689	4,465	3,291
General and administrative	259	251	519	505
Total depreciation and amortization of property and equipment	$ 16,014	$ 11,400	$ 30,999	$ 21,708

During the six months ended June 30, 2017, we recognized $164 of impairment losses primarily related to construction in progress projects that were abandoned. During the six months ended June 30, 2017, we also recognized $276 of losses on disposals of property and equipment.

5. Accrued expenses and other liabilities

Accrued expenses and other liabilities consisted of the following:

	June 30, 2017	December 31, 2016
Accrued construction in progress	$ 9,431	$ 6,753
Salaries and wages	4,937	3,001
Revenue share	4,586	5,611
Accrued customer liabilities	4,232	4,651
Accrued professional fees	2,425	1,183
Accrued taxes	2,007	1,761
Accrued partner network	1,143	1,022
Other	6,226	3,741
Total accrued expenses and other liabilities	$ 34,987	$ 27,723

6. Income taxes

We calculate our interim income tax provision in accordance with ASC 270, *Interim Reporting* , and ASC 740, *Accounting for Income Taxes* . At the end of each interim period, we estimate the annual effective tax rate and apply that rate to our ordinary quarterly earnings. The tax expense or benefit related to significant, unusual, or extraordinary items is recognized in the interim period in which those items occur. In addition, the effect of changes in enacted tax laws, rates, or tax status is recognized in the interim period in which the change occurs. Excess windfall tax benefits and tax deficiencies related to our stock option exercises and restricted stock unit ("RSU") vestings are recognized as an income tax benefit or expense in our condensed consolidated statements of operations in the period they are deducted on the income tax return. Excess windfall tax benefits and tax deficiencies are therefore not anticipated when determining the annual effective tax rate and are instead recognized in the interim period in which those items occur.

The computation of the annual estimated effective tax rate at each interim period requires certain estimates and significant judgment, including the expected operating income (loss) for the year, projections of the proportion of income (loss) earned and taxed in various states, permanent and temporary differences as a result of differences between amounts measured and recognized in accordance with tax laws and financial accounting standards, and the likelihood of recovering deferred tax assets generated in the current year. The accounting estimates used to compute the provision for income taxes may change as new events occur, additional information is obtained, or as the tax environment changes.

Income tax expense of $ 141 and $124 reflects an effective tax rate of 1.8% and 1.7% for the three months ended June 30, 2017 and 2016, respectively. Income tax expense of $340 and $362 reflects an effective tax rate of 2.4% and 2.2% for the six months ended June 30, 2017 and 2016, respectively. Our effective tax rate differs from the statutory rate primarily due to our valuation allowance for the three and six months ended June 30, 2017 and 2016. As of June 30, 2017 and December 31, 2016, we had $387 and $380 of uncertain tax positions, respectively, $84 of which is a reduction to deferred tax assets, which is presented net of uncertain tax positions, in the accompanying condensed consolidated balance sheets. We accrue interest and penalties related to unrecognized tax benefits as a component of income taxes. As of June 30, 2017 and December 31, 2016, we have accrued $74 and $67 for related interest, net of federal income tax benefits, and penalties recorded in income tax expense on our condensed consolidated statements of operations, respectively. The amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate at June 30, 2017 was $229.

We operate within federal, state and international taxing jurisdictions and are subject to audit in these jurisdictions. These audits can involve complex issues which may require an extended period of time to resolve. We are subject to taxation in the United States and in various states. Our tax years 2013 and forward are subject to examination by the IRS and our tax years 2012 and forward are subject to examination by material state jurisdictions. However, due to prior year loss carryovers, the IRS and state tax authorities may examine any tax years for which the carryovers are used to offset future taxable income .

7. Credit Facility

We have entered into a Credit Agreement (the "Credit Agreement") and related agreements, as amended, with Bank of America, N.A. acting as agent for lenders named therein, including Bank of America, N.A., Silicon Valley Bank, and Citizens Bank, N.A. (the "Lenders"), for a secured credit facility in the form of a revolving line of credit of up to $69,750 with an option to increase the available amount to $86,500 upon the satisfaction of certain conditions (the "Revolving Line of Credit") and a term loan of $3,500 (the "Term Loan" and together with the Revolving Line of Credit, the "Credit Facility"). We may use borrowings under the Credit Facility for general working capital and corporate purposes. In general, amounts borrowed under the Credit Facility are secured by a lien against all of our assets, with certain exclusions.

As of June 30, 2017 and December 31, 2016, $5,000 and $15,000, respectively, was outstanding under the Revolving Line of Credit. Amounts outstanding under the Revolving Line of Credit are classified within long-term debt in our condensed consolidated balance sheet as of June 30, 2017 as we do not expect to repay the outstanding debt in the next twelve-month period. The Revolving Line of Credit requires quarterly payments of interest and matures on November 21, 2018, but may be prepaid in whole or part at any time. Amounts borrowed under the Revolving Line of Credit and Term Loan will bear, at our election, a variable interest at LIBOR plus 2.5% - 3.5% or Lender's Prime Rate plus 1.5% - 2.5% per year and we will pay a fee of 0.375% - 0.5% per year on any unused portion of the Revolving Line of Credit. As of June 30, 2017 and December 31, 2016, $1,313 and $1,969, respectively, was outstanding under the Term Loan. The Term Loan requires quarterly payments of interest and principal, amortizing fully over the four-year-term such that it is repaid in full on the maturity date of November 21, 2018, but may be prepaid in whole or part at any time. Repayment of amounts borrowed under the Credit Facility may be accelerated in the event that we are in violation of the representations, warranties and covenants made in the Credit Agreement, including certain financial covenants set forth therein, and under other specified default events including, but not limited to, non-payment or inability to pay debt, breach of cross default provisions, insolvency provisions, and change of control.

Principal payments due under our Term Loan through 2018 are as follows:

Period	Principal Payments
July 1, 2017 — December 31, 2017	$ 438
January 1, 2018 — December 31, 2018	875
	$ 1,313

We are subject to customary financial and non-financial covenants, including a minimum quarterly consolidated leverage ratio, a maximum quarterly consolidated fixed charge coverage ratio, and monthly liquidity minimums. We were in compliance with all financial covenants as of June 30, 2017.

Debt issuance costs are amortized on a straight-line basis over the term of the Credit Facility. Amortization expense related to debt issuance costs are included in interest and other expense, net in the accompanying condensed consolidated statements of operations for the three and six months ended June 30, 2017 and 2016. Amortization and interest expense capitalized during the three and six months ended June 30, 2017 amounted to $192 and $426, respectively. Amortization and interest expense capitalized during the three and six months ended June 30, 2016 amounted to $207 and $483, respectively Amortization and interest expense expensed during the three and six months ended June 30, 2017 amounted to $52 and $108, respectively. Amortization and interest expense expensed during the three and six months ended June 30, 2016 amounted to $78 and $96, respectively. The interest rate for our Credit Facility for the six months ended June 30, 2017 ranged from 3.5% to 3.7%.

Amortization expense for our debt issuance costs through 2018 is as follows:

Period	Amortization Expense
July 1, 2017 — December 31, 2017	$ 122
January 1, 2018 — December 31, 2018	217
	$ 339

As of June 30, 2017 and December 31, 2016, the carrying amount reflected in the accompanying condensed consolidated balance sheets for the current portion of long-term debt and long-term debt approximates fair value (Level 2) based on the variable nature of the interest rates and lack of significant change to our credit risk.

8. Commitments and contingencies

Letters of credit

We have entered into Letter of Credit Authorization agreements (collectively, "Letters of Credit"), which are issued under our Credit Agreement. The Letters of Credit are irrevocable and serve as performance guarantees that will allow our customers to draw upon the available funds if we are in default. As of June 30, 2017, we have Letters of Credit totaling $3,818 that are scheduled to expire or renew over the next one-year period. There have been no drafts drawn under these Letters of Credit as of June 30, 2017.

Legal proceedings

From time to time, we may be subject to claims, suits, investigations and proceedings arising out of the normal course of business. We are not currently a party to any litigation that we believe could have a material adverse effect on our business, financial position, results of operations or cash flows. Legal costs are expensed as incurred.

Other matters

We have received a claim from one of our venue partners with respect to contractual terms on our revenue share payments. The claim asserts that we have underpaid revenue share payments and related interest by approximately $4,600. We are currently in final settlement discussions with our venue partner. As of June 30, 2017, we have accrued for the probable and estimable losses that have been incurred, which have been recorded as general and administrative expenses in the condensed consolidated statements of operations. We are not currently a party to any other claims that we believe could have a material adverse effect on our business, financial position, results of operations or cash flows.

9. Stock incentive plans

In March 2011, our board of directors approved the 2011 Equity Incentive Plan ("2011 Plan"). The 2011 Plan provides for the grant of incentive and non-statutory stock options, stock appreciation rights, restricted shares of our common stock, stock units, and performance cash awards. As of January 1st of each year, the number of shares of common stock reserved for issuance under the 2011 Plan shall automatically be increased by a number equal to the lesser of (a) 4.5% of the total number of shares of common stock then outstanding, (b) 3,000,000 shares of common stock or (c) as determined by our board of directors. The automatic "evergreen" share reserve increase feature will be terminated after January 2018, so that no additional automatic annual share increases will occur thereafter. As of June 30, 2017, options to purchase 1,605,731 shares of common stock and RSUs covering 3,677,294 shares of common stock were outstanding under the 2011 Plan.

No further awards will be made under our Amended and Restated 2001 Stock Incentive Plan ("2001 Plan"), and it will be terminated. Options outstanding under the 2001 Plan will continue to be governed by their existing terms.

Stock-based compensation expense is allocated as follows on the accompanying condensed consolidated statements of operations:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Network operations	$ 562	$ 531	$ 1,108	$ 1,177
Development and technology	280	251	550	563
Selling and marketing	639	458	1,065	1,007
General and administrative	2,807	1,839	4,609	3,937
Total stock-based compensation	$ 4,288	$ 3,079	$ 7,332	$ 6,684

During the three and six months ended June 30, 2017, we capitalized $173 and $367, respectively, of stock-based compensation expense. During the three and six months ended June 30, 2016, we capitalized $ 189 and $371, respectively, of stock-based compensation expense.

Stock option awards

We grant stock option awards to both employees and non-employee directors. The grant date for these awards is the same as the measurement date. The stock option awards generally vest over a four-year service period with 25% vesting when the individual completes 12 months of continuous service and the remaining 75% vesting monthly thereafter. These awards are valued as of the measurement date and the stock-based compensation expense, net of forfeitures, is recognized on a straight-line basis over the requisite service period.

A summary of the stock option activity is as follows:

	Number of Options (000's)	Weighted Average Exercise Price	Weighted-Average Remaining Contract Life (years)	Aggregate Intrinsic Value
Outstanding at December 31, 2016	3,084	$ 7.04	3.8	$ 17,145
Exercised	(818)	$ 4.43		
Canceled/forfeited	(20)	$ 6.71		
Outstanding at June 30, 2017	2,246	$ 7.99	3.5	$ 15,658
Exercisable at June 30, 2017	2,212	$ 8.02	3.5	$ 15,355

Restricted stock unit awards

We grant time-based RSUs to executive and non-executive personnel and non-employee directors. The time-based RSUs granted to executive and non-executive personnel generally vest over a three-year period subject to continuous service on each vesting date. The time-based RSUs for our non-employee directors generally vest over a one-year period for existing members and 25% per year over a four-year period for new members subject to continuous service on each vesting date.

We grant performance-based RSUs to executive personnel. These awards vest subject to certain performance objectives based on the Company's revenue growth and/or Adjusted EBITDA growth achieved during the specified performance period and certain long-term service conditions. The maximum number of RSUs that may vest is determined based on actual Company achievement and performance-based RSUs generally vest over a three-year period subject to continuous service on each vesting date. We recognize stock-based compensation expense for performance-based RSUs when we believe that it is probable that the performance objectives will be met.

A summary of the RSU activity is as follows:

	Number of Shares (000's)	Weighted Average Grant-Date Fair Value
Non-vested at December 31, 2016	3,825	$ 6.55
Granted	586	$ 12.57
Vested	(636)	$ 7.21
Canceled/forfeited	(98)	$ 8.23
Non-vested at June 30, 2017	3,677	$ 7.35

During the six months ended June 30, 2017, 635,593 shares of RSUs vested. The Company issued 377,300 shares and the remaining shares were withheld to pay federal, state, and local employment payroll taxes on those vested awards.

10. Net loss per share attributable to common stockholders

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
	(in thousands)			
Numerator:				
Net loss attributable to common stockholders, basic and diluted	$ (8,017)	$ (7,266)	$ (14,897)	$ (17,250)
Denominator:				
Weighted average common stock, basic and diluted	39,286	37,944	38,997	37,749
Net loss per share attributable to common stockholders:				
Basic and diluted	$ (0.20)	$ (0.19)	$ (0.38)	$ (0.46)

For the three and six months ended June 30, 2017 and 2016, we excluded all assumed exercises of stock options and the assumed issuance of common stock under RSUs from the computation of diluted net loss per share as the effect would be anti-dilutive due to the net loss for the period.

On April 1, 2013, the Company approved a stock repurchase program to repurchase up to $10,000 of the Company's common stock in the open market, exclusive of any commissions, markups or expenses. The stock repurchased will be retired and will resume the status of authorized but unissued shares of common stock. The Company did not repurchase any of our common stock during the three and six months ended June 30, 2017. As of June 30, 2017, the remaining approved amount for repurchases was approximately $5,180.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and notes thereto included in "Item 1. Financial Statements" of this Quarterly Report on Form 10-Q and the audited consolidated financial statements and notes thereto and the section titled "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2016, filed with the Securities Exchange Commission on March 13, 2017.

Forward-Looking Statements

This Quarterly Report on Form 10-Q and the documents incorporated herein by reference contain forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended, based on our current expectations, estimates and projections about our operations, industry, financial condition, performance, results of operations, and liquidity. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "projections," "business outlook," "estimate," or similar expressions constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements about future financial performance; revenues; metrics; operating expenses; market trends, including those in the markets in which we compete; operating and marketing efficiencies; liquidity; cash flows and uses of cash; dividends; capital expenditures; depreciation and amortization; tax payments; foreign currency exchange rates; hedging arrangements; our ability to repay indebtedness, pay dividends and invest in initiatives; our products and services; pricing; competition; strategies; and new business initiatives, products, services, and features. Potential factors that could affect the matters about which the forward-looking statements are made include, among others, the factors disclosed in the section entitled "Risk Factors" in this Quarterly Report on Form 10-Q and additional factors that accompany the related forward-looking statements in this Quarterly Report on Form 10-Q and our other filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2016. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as the date hereof. Any such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that may cause actual performance and results to differ materially from those predicted. Reported results should not be considered an indication of future performance. Except as required by law, we undertake no obligation to publicly release the results of any revision to these forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Overview

Boingo helps the world stay connected to the people and things they love.

We acquire long-term wireless rights at large venues like airports, transportation hubs, stadiums, arenas, military bases, universities, convention centers, and office campuses; build high-quality wireless networks such as distributed antenna systems ("DAS"), Wi-Fi, and small cells at those venues; and monetize the wireless networks through a number of products and services. Over the past 15 years, we've built a global network of wireless networks that we estimate reaches more than a billion consumers annually. We operate DAS networks containing approximately 20,300 DAS nodes. We believe we are the largest indoor DAS provider in the world. Our Wi-Fi network, which includes locations we manage and operate ourselves (our "managed and operated locations") as well as networks managed and operated by third-parties with whom we contract for access (our "roaming" networks), includes more than 1.5 million commercial Wi-Fi hotspots in more than 100 countries around the world. We also operate Wi-Fi and internet protocol television ("IPTV") networks at 60 U.S. Army, Air Force, and Marine bases around the world.

We generate revenue from our wireless networks in a number of ways, including our DAS and wholesale Wi-Fi offerings, which are targeted towards businesses, and our military, retail, and advertising offerings, which are targeted towards consumers.

We generate wholesale Wi-Fi revenue from telecom operators that pay us build-out fees and recurring access fees so that their cellular customers may use our DAS or small cell networks at locations where we manage and operate the wireless network. For the three months ended June 30, 2017, DAS revenue accounted for approximately 38% of our revenue.

Military revenue, which is driven by military personnel who purchase broadband and IPTV services on military bases accounted for approximately 28% of our total revenue for the three months ended June 30, 2017. As of June 30, 2017, we have grown our military subscriber base to approximately 131,000 from approximately 79,000 in the prior year comparative period. Retail revenue, which is driven by consumers who purchase a recurring monthly subscription plan or one-time Wi-Fi access, accounted for approximately 13% of our total revenue for the three months ended June 30, 2017. As of June 30, 2017, our retail subscriber base was approximately 195,000, an increase of approximately 6% over the prior year comparative period.

Our enterprise customers such as telecom operators, cable companies, technology companies, and enterprise software/services companies, pay us usage-based Wi-Fi network access and software licensing fees to allow their customers' access to our footprint worldwide. Wholesale Wi-Fi revenue also includes financial institutions and other enterprise customers who provide Boingo as a value-added service for their customers. For the three months ended June 30, 2017, wholesale Wi-Fi revenue accounted for approximately 15% of our revenue.

We also generate revenue from advertisers that seek to reach consumers via sponsored Wi-Fi access. For the three months ended June 30, 2017, advertising and other revenue accounted for approximately 6% of our revenue.

Our customer agreements for certain DAS networks include both a fixed and variable fee structure with the highest percentage of sales typically occurring in the fourth quarter of each year and the lowest percentage of sales occurring in the first quarter of each year. Our advertising business is similarly weighted to the fourth quarter, with the highest percentage of sales occurring in the fourth quarter and the lowest percentage of sales occurring in the first quarter. We expect these trends to continue. Our other products have not experienced any significant seasonal impact.

In support of our overall business strategy, we are focused on the following objectives:

- expand our footprint of managed and operated and aggregated networks;
- leverage our neutral-host business model to grow DAS, small cell, and wholesale roaming partnerships;
- expand our carrier offload relationships;
- maximize our military business through recurring subscriber fees and shorter-term transaction plans, as well as strategic build-outs; and
- increase our brand awareness.

Key Business Metrics

In addition to monitoring traditional financial measures, we also monitor our operating performance using key performance indicators. There are four key metrics that we use to monitor results and activity in the business as follows:

DAS nodes. This metric represents the number of active DAS nodes as of the end of the period. A DAS node is a single communications endpoint, typically an antenna, which transmits or receives radio frequency signals wirelessly. This measure is an indicator of the reach of our DAS network.

Subscribers — military and *Subscribers — retail.* These metrics represent the number of paying customers who are on a month-to-month subscription plan at a given period end.

Connects. This metric shows how often individuals connect to our global Wi-Fi network in a given period. The connects include wholesale and retail customers in both customer pay locations and customer free locations where we are a paid service provider or receive sponsorship or promotion fees. We count each connect as a single connect regardless of how many times that individual accesses the network at a given venue during their 24 hour period. This measure is an indicator of paid activity throughout our network.

Revenue

Our revenue consists of DAS revenue, military revenue, retail revenue, wholesale Wi-Fi revenue, and advertising and other revenue.

DAS. We generate revenue from telecom operator partners that pay us network build-out fees, inclusive of network upgrades, and access fees for our DAS and small cell networks.

Military and retail. We generate revenue from sales to military and retail individuals of month-to-month network access subscriptions that automatically renew, primarily through charge card transactions. We also generate revenue from sales of hourly, daily or other single-use access to military and retail individuals primarily through charge card transactions.

Wholesale— Wi-Fi. We generate revenue from wholesale Wi-Fi partners that license our software and pay usage-based monthly network access fees to allow their customers to access our global Wi-Fi network. Usage-based network access fees may be measured in minutes, connects, megabytes or gigabytes, and in most cases are subject to minimum volume commitments. Other wholesale Wi-Fi partners pay us monthly fees to provide a Wi-Fi infrastructure that we install, manage and operate at their venues for their customers under a service provider arrangement.

Advertising and other. We generate revenue from advertisers that seek to reach visitors to our landing pages at our managed and operated network locations with online advertising, promotional and sponsored programs and at locations where we solely provide authorized access to a partner’s Wi-Fi network through sponsored access and promotional programs. In addition, we receive revenue from partners in certain venues where we manage and operate the Wi-Fi network.

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Results of Operations

The following tables set forth our results of operations for the specified periods:

	Three Months Ended June 30, 2017	Three Months Ended June 30, 2016	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016
	(unaudited) (in thousands)			
Consolidated Statement of Operations Data:				
Revenue	$ 49,033	$ 39,075	$ 93,366	$ 73,574
Costs and operating expenses:				
Network access	21,105	16,915	40,512	31,593
Network operations	11,668	10,418	22,931	20,868
Development and technology	6,663	5,267	12,997	10,620
Selling and marketing	5,094	4,882	9,987	9,550
General and administrative	11,263	7,700	19,366	15,852
Amortization of intangible assets	910	862	1,821	1,727
Total costs and operating expenses	56,703	46,044	107,614	90,210
Loss from operations	(7,670)	(6,969)	(14,248)	(16,636)
Interest and other expense, net	(46)	(152)	(42)	(182)
Loss before income taxes	(7,716)	(7,121)	(14,290)	(16,818)
Income tax expense	141	124	340	362
Net loss	(7,857)	(7,245)	(14,630)	(17,180)
Net income attributable to non-controlling interests	160	21	267	70
Net loss attributable to common stockholders	$ (8,017)	$ (7,266)	$ (14,897)	$ (17,250)

Depreciation and amortization expense included in costs and operating expenses:

	Three Months Ended June 30, 2017	Three Months Ended June 30, 2016	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016
	(unaudited) (in thousands)			
Network access	$ 9,354	$ 6,205	$ 17,729	$ 11,462
Network operations	4,131	3,255	8,286	6,450
Development and technology	2,270	1,689	4,465	3,291
General and administrative	259	251	519	505
Total(1)	$ 16,014	$ 11,400	$ 30,999	$ 21,708

(1) The $4.6 million and $9.3 million increase in depreciation and amortization of property and equipment for the three and six months ended June 30, 2017, respectively, as compared to the three and six months ended June 30, 2016, is primarily a result of our increased fixed assets from our DAS build-out projects, Wi-Fi networks, and software development in 2016 and 2017.

Stock-based compensation expense included in costs and operating expenses:

	Three Months Ended June 30, 2017	Three Months Ended June 30, 2016	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016
	(unaudited) (in thousands)			
Network operations	$ 562	$ 531	$ 1,108	$ 1,177
Development and technology	280	251	550	563
Selling and marketing	639	458	1,065	1,007
General and administrative	2,807	1,839	4,609	3,937
Total(2)	$ 4,288	$ 3,079	$ 7,332	$ 6,684

(2) The $1.2 million and $0.6 million increase in stock-based compensation expense for the three and six months ended June 30, 2017, as compared to the three and six months ended June 30, 2016, is due primarily to stock-based compensation expense related to our performance-based restricted stock units ("RSU"). We recognize stock-based compensation expense for performance-based RSUs when we believe that it is probable that the performance objectives will be met and based upon the expected achievement levels. We capitalized $0.2 million and $0.4 million of stock-based compensation expense the three and six months ended June 30, 2016 and 2017, respectively.

The following table sets forth our results of operations for the specified periods as a percentage of our revenue for those periods:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
	(unaudited) (as a percentage of revenue)			
Consolidated Statement of Operations Data:				
Revenue	100.0%	100.0%	100.0%	100.0%
Costs and operating expenses:				
Network access	43.0	43.3	43.4	42.9
Network operations	23.8	26.7	24.6	28.4
Development and technology	13.6	13.5	13.9	14.4
Selling and marketing	10.4	12.5	10.7	13.0
General and administrative	23.0	19.7	20.7	21.5
Amortization of intangible assets	1.9	2.2	2.0	2.3
Total costs and operating expenses	115.6	117.8	115.3	122.6
Loss from operations	(15.6)	(17.8)	(15.3)	(22.6)
Interest and other expense, net	(0.1)	(0.4)	(0.0)	(0.2)
Loss before income taxes	(15.7)	(18.2)	(15.3)	(22.9)
Income tax expense	0.3	0.3	0.4	0.5
Net loss	(16.0)	(18.5)	(15.7)	(23.4)
Net income attributable to non-controlling interests	0.3	0.1	0.3	0.1
Net loss attributable to common stockholders	(16.4)%	(18.6)%	(16.0)%	(23.4)%

Three Months ended June 30, 2017 and 2016

Revenue

	Three Months Ended June 30,			
	2017	2016	Change	% Change
	(unaudited) (in thousands, except percentages)			
Revenue:				
DAS	$ 18,552	$ 13,892	$ 4,660	33.5
Military	13,542	9,734	3,808	39.1
Wholesale—Wi-Fi	7,300	5,206	2,094	40.2
Retail	6,358	6,567	(209)	(3.2)
Advertising and other	3,281	3,676	(395)	(10.7)
Total revenue	$ 49,033	$ 39,075	$ 9,958	25.5
Key business metrics:				
DAS nodes	20.3	13.5	6.8	50.4
Subscribers—military	131	79	52	65.8
Subscribers—retail	195	184	11	6.0
Connects	52,130	31,899	20,231	63.4

DAS. DAS revenue increased $4.7 million, or 33.5%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, due to a $4.0 million increase from new build-out projects in our managed and operated locations and a $0.7 million increase in access fees from our telecom operators.

Military. Military revenue increased $3.8 million, or 39.1%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, due to a $5.0 million increase in military subscriber revenue, which was driven primarily by the increase in military subscribers partially offset by a 2.7% decrease in the average monthly revenue per military subscriber in 2017 compared to 2016. The increase was partially offset by a $1.2 million decrease in military single-use revenue.

Wholesale — Wi-Fi. Wholesale Wi-Fi revenue increased $2.1 million, or 40.2%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, primarily due to a $1.9 million increase in partner usage based fees.

Retail. Retail revenue decreased $0.2 million, or 3.2%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, due to a $0.4 million decrease in retail single-use revenue offset by a $0.2 million increase in retail subscriber revenue.

Advertising and other. Advertising and other revenue decreased $0.4 million, or 10.7%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, due to a $0.6 million decrease in advertising sales at our managed and operated locations resulting from a decline in the number of premium ad units sold, which was partially offset by a $0.2 million increase in revenues from other service agreements.

Costs and Operating Expenses

	Three Months Ended June 30,			
	2017	2016	Change	% Change
	(unaudited) (in thousands, except percentages)			
Costs and operating expenses:				
Network access	$ 21,105	$ 16,915	$ 4,190	24.8
Network operations	11,668	10,418	1,250	12.0
Development and technology	6,663	5,267	1,396	26.5
Selling and marketing	5,094	4,882	212	4.3
General and administrative	11,263	7,700	3,563	46.3
Amortization of intangible assets	910	862	48	5.6
Total costs and operating expenses	$ 56,703	$ 46,044	$ 10,659	23.1

Network access . Network access costs increased $4.2 million, or 24.8%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016. The increase is primarily due to a $3.1 million increase in depreciation expense related to our increased fixed assets from our DAS build-out projects and a $1.3 million increase in revenue share paid to venues in our managed and operated locations.

Network operations. Network operations expenses increased $1.3 million, or 12.0%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, due to a $0.9 million increase in depreciation expense related to our increased fixed assets and a $0.4 million increase in other expenses.

Development and technology. Development and technology expenses increased $1.4 million, or 26.5%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, primarily due to a $0.6 million increase in depreciation expense related to our increased fixed assets, a $0.5 million increase in personnel related expenses, and a $0.2 million increase in cloud computing expenses.

Selling and marketing. Selling and marketing expenses increased $0.2 million, or 4.3%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, due to a $0.4 million increase in personnel related expenses, which was partially offset by a $0.2 million decrease in other marketing expenses.

General and administrative. General and administrative expenses increased $3.6 million, or 46.3%, for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016, due to $2.8 million settlement expense accrual related to a claim from one of our venue partners recorded during the three months ended June 30, 2017, a $1.2 million increase in personnel related expenses, which was inclusive of a $1.0 million increase in stock-based compensation, and a $0.2 million increase in consulting expenses. The increases were partially offset by a $0.6 million decrease in professional services fees.

Amortization of intangible assets. Amortization of intangible assets expense remained relatively consistent for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016.

Interest and Other Expense, Net

There were no significant changes in interest and other expense, net for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016. We capitalized $0.2 million of interest expense for the three months ended June, 30, 2017 and 2016, respectively.

Income Tax Expense

Income tax expense and our effective tax rate remained relatively consistent for the three months ended June 30, 2017 and 2016.

Non-controlling Interests

There were no significant changes in non-controlling interests for the three months ended June 30, 2017, as compared to the three months ended June 30, 2016.

Net Loss Attributable to Common Stockholders

Our net loss for the three months ended June 30, 2017 increased as compared to the three months ended June 30, 2016, primarily as a result of the $10.7 million increase in costs and operating expenses, which was partially offset by the $10.0 million increase in revenues. Our diluted net loss per share increased primarily as a result of the increase in our net loss.

Six Months ended June 30, 2017 and 2016

Revenue

	Six Months Ended June 30,			
	2017	2016	Change	% Change
	(unaudited) (in thousands, except percentages)			
Revenue:				
DAS	$ 34,808	$ 24,998	$ 9,810	39.2
Military	26,083	18,832	7,251	38.5
Wholesale—Wi-Fi	14,131	10,143	3,988	39.3
Retail	12,773	13,481	(708)	(5.3)
Advertising and other	5,571	6,120	(549)	(9.0)
Total revenue	$ 93,366	$ 73,574	$ 19,792	26.9
Key business metrics:				
DAS nodes	20.3	13.5	6.8	50.4
Subscribers—military	131	79	52	65.8
Subscribers—retail	195	184	11	6.0
Connects	95,207	62,252	32,955	52.9

DAS. DAS revenue increased $9.8 million, or 39.2%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, due to a $8.3 million increase from new build-out projects in our managed and operated locations and a $1.5 million increase in access fees from our telecom operators.

Military. Military revenue increased $7.3 million, or 38.5%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, due to a $9.5 million increase in military subscriber revenue, which was driven primarily by the increase in military subscribers partially offset by a 5.1% decrease in the average monthly revenue per military subscriber in 2017 compared to 2016. The increase was partially offset by a $2.2 million decrease in military single-use revenue.

Wholesale — Wi-Fi. Wholesale Wi-Fi revenue increased $4.0 million, or 39.3%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, primarily due to a $3.5 million increase in partner usage based fees and a $0.3 million increase in wholesale service provider revenue.

Retail. Retail revenue decreased $0.7 million, or 5.3%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, due to a $0.7 million decrease in retail single-use revenue.

Advertising and other. Advertising and other revenue decreased $0.5 million, or 9.0%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, primarily due to a $1.0 million decrease in advertising sales at our managed and operated locations resulting from a decline in the number of premium ad units sold, which was partially offset by a $0.4 million increase in revenues from other service agreements.

Costs and Operating Expenses

	Six Months Ended June 30,			
	2017	2016	Change	% Change
	(unaudited) (in thousands, except percentages)			
Costs and operating expenses:				
Network access	$ 40,512	$ 31,593	$ 8,919	28.2
Network operations	22,931	20,868	2,063	9.9
Development and technology	12,997	10,620	2,377	22.4
Selling and marketing	9,987	9,550	437	4.6
General and administrative	19,366	15,852	3,514	22.2
Amortization of intangible assets	1,821	1,727	94	5.4
Total costs and operating expenses	$ 107,614	$ 90,210	$ 17,404	19.3

Network access . Network access costs increased $8.9 million, or 28.2%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016. The increase is primarily due to a $6.3 million increase in depreciation expense related to our increased fixed assets from our DAS build-out projects and a $2.9 million increase in revenue share paid to venues in our managed and operated locations.

Network operations. Network operations expenses increased $2.1 million, or 9.9%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, primarily due to a $1.8 million increase in depreciation expense related to our increased fixed assets and a $0.4 million increase in other expenses.

Development and technology. Development and technology expenses increased $2.4 million, or 22.4%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, primarily due to a $1.2 million increase in depreciation expense related to our increased fixed assets, a $0.7 million increase in personnel related expenses, and a $0.4 million increase in cloud computing expenses.

Selling and marketing. Selling and marketing expenses increased $0.4 million, or 4.6%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, due to a $0.6 million increase in personnel related expenses, which was partially offset by a $0.2 million decrease in other marketing expenses.

General and administrative. General and administrative expenses increased $3.5 million, or 22.2%, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016, due to $2.8 million settlement expense accrual related to a claim from one of our venue partners recorded during the six months ended June 30, 2017 a $0.9 million increase in personnel related expenses, which was inclusive of a $0.7 million increase in stock-based compensation, a $0.3 million increase in consulting expenses, and a $0.3 million increase in outside service fees. The increases were partially offset by a $0.8 million decrease in professional services fees.

Amortization of intangible assets. Amortization of intangible assets expense remained relatively consistent for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016.

Interest and Other Expense, Net

There were no significant changes in interest and other expense, net, for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016. During the six months ended June 30, 2017 and 2016, we capitalized $0.4 million and $0.5 million, respectively, of interest expense.

Income Tax Expense

Income tax expense and our effective tax rate remained relatively consistent for the six months ended June 30, 2017 and 2016.

Non-controlling Interests

There were no significant changes in non-controlling interests for the six months ended June 30, 2017, as compared to the six months ended June 30, 2016.

Net Loss Attributable to Common Stockholders

Our net loss for the six months ended June 30, 2017 decreased as compared to the six months ended June 30, 2016, primarily as a result of the $19.8 million increase in revenues, which was partially offset by the $17.4 million increase in costs and operating expenses. Our diluted net loss per share decreased primarily as a result of the decrease in our net loss.

Reconciliation of Non-GAAP Financial Measures

We define Adjusted EBITDA as net loss attributable to common stockholders plus depreciation and amortization of property and equipment, stock-based compensation expense, amortization of intangible assets, income tax expense, interest and other expense, net, non-controlling interests, and excludes charges or gains that are non-recurring, infrequent, or unusual.

We believe that Adjusted EBITDA is useful to investors and other users of our financial statements in evaluating our operating performance because it provides them with an additional tool to compare business performance across companies and across periods. We believe that:

- Adjusted EBITDA provides investors and other users of our financial information consistency and comparability with our past financial performance, facilitates period-to-period comparisons of operations and facilitates comparisons with other companies, many of which use similar non-generally accepted accounting principles in the United States (“GAAP”) financial measures to supplement their GAAP results; and

- it is useful to exclude (i) non-cash charges, such as depreciation and amortization of property and equipment, amortization of intangible assets and stock-based compensation, from Adjusted EBITDA because the amount of such expenses in any specific period may not directly correlate to the underlying performance of our business operations, and these expenses can vary significantly between periods as a result of full amortization of previously acquired tangible and intangible assets or the timing of new stock-based awards and (ii) settlement expense related to our claim from one of our venue partners and charges related to our contested proxy election for the 2016 annual meeting of stockholders because they represent non-recurring charges and are not indicative of the underlying performance of our business operations.

We use Adjusted EBITDA in conjunction with traditional GAAP measures as part of our overall assessment of our performance, for planning purposes, including the preparation of our annual operating budget and quarterly forecasts, to evaluate the effectiveness of our business strategies and to communicate with our board of directors concerning our financial performance.

We do not place undue reliance on Adjusted EBITDA as our only measure of operating performance. Adjusted EBITDA should not be considered as a substitute for other measures of financial performance reported in accordance with GAAP. There are limitations to using non-GAAP financial measures, including that other companies may calculate these measures differently than we do.

We compensate for the inherent limitations associated with using Adjusted EBITDA through disclosure of these limitations, presentation of our financial statements in accordance with GAAP and reconciliation of Adjusted EBITDA to the most directly comparable GAAP measure, net loss attributable to common stockholders.

The following provides a reconciliation of net loss attributable to common stockholders to Adjusted EBITDA:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
	(unaudited) (in thousands)			
Net loss attributable to common stockholders	$ (8,017)	$ (7,266)	$ (14,897)	$ (17,250)
Depreciation and amortization of property and equipment	16,014	11,400	30,999	21,708
Stock-based compensation expense	4,288	3,079	7,332	6,684
Amortization of intangible assets	910	862	1,821	1,727
Income tax expense	141	124	340	362
Interest and other expense, net	46	152	42	182
Non-controlling interests	160	21	267	70
Contested proxy election expense	—	902	—	1,440
Settlement expense	2,807	—	2,807	—
Adjusted EBITDA	$ 16,349	$ 9,274	$ 28,711	$ 14,923

Adjusted EBITDA was $16.3 million for the three months ended June 30, 2017, an increase of 76.3% from $9.3 million recorded in the three months ended June 30, 2016. As a percent of revenue, Adjusted EBITDA was 33.3% for the three months ended June 30, 2017, up from 23.7% of revenue for the three months ended June 30, 2016. The Adjusted EBITDA increase was due primarily to the $4.7 million increase in depreciation and amortization expense and the $1.2 million increase in stock-based compensation expenses for the three months ended June 30, 2017 compared to the three months ended June 30, 2016. The changes were partially offset by the $0.8 million increase in our net loss attributable to common stockholders for the three months ended June 30, 2017 compared to the three months ended June 30, 2016. Adjusted EBITDA for the three months ended June 30, 2017 excludes $2.8 million of settlement expense accrual related to a claim from one of our venue partners. Adjusted EBITDA for the three months ended June 30, 2016 excludes $0.9 million of expenses that we incurred on our contested proxy election for the 2016 annual meeting of stockholders.

Adjusted EBITDA was $28.7 million for the six months ended June 30, 2017, an increase of 92.4% from $14.9 million recorded in the six months ended June 30, 2016. As a percent of revenue, Adjusted EBITDA was 30.8% for the six months ended June 30, 2017, up from 20.3% of revenue for the six months ended June 30, 2016. The Adjusted EBITDA increase was due primarily to the $9.4 million increase in depreciation and amortization expense, the $2.4 million decrease in our net loss attributable to common stockholders, and the $0.6 million increase in stock-based compensation expenses for the six months ended June 30, 2017 compared to the six months ended June 30, 2016. Adjusted EBITDA for the six months ended June 30, 2017 excludes $2.8 million of settlement expense accrual related to a claim from one of our venue partners. Adjusted EBITDA for the six months ended June 30, 2016 excludes $1.4 million of expenses that we incurred on our contested proxy election for the 2016 annual meeting of stockholders.

Liquidity and Capital Resources

We have financed our operations primarily through cash provided by operating activities and borrowings under our credit facility. Our primary sources of liquidity as of June 30, 2017 consisted of $ 22.3 million of cash and cash equivalents and $64.8 million available for borrowing under our credit facility, $3.8 million of which is reserved for our outstanding Letter of Credit Authorization agreements.

Our principal uses of liquidity have been to fund our operations, working capital requirements, capital expenditures and acquisitions. We expect that these requirements will be our principal needs for liquidity over the near term. Our capital expenditures in the six months ended June 30, 2017 were $31.9 million, of which $18.0 million was reimbursed through revenue for DAS build-out projects from our telecom operators.

We have entered into a Credit Agreement (the “Credit Agreement”) and related agreements, as amended with Bank of America, N.A. acting as agent for lenders named therein, including Bank of America, N.A., Silicon Valley Bank, and Citizens Bank, N.A. (the “Lenders”), for a secured credit facility in the form of a revolving line of credit up to $69.8 million with an option to increase the available amount to $86.5 million upon the satisfaction of certain conditions (the “Revolving Line of Credit”) and a term loan of $3.5 million (the “Term Loan” and together with the Revolving Line of Credit, the “Credit Facility”). Both the Term Loan and Revolving Line of Credit mature on November 21, 2018. Amounts borrowed under the Revolving Line of Credit and Term Loan will bear, at our election, a variable interest at LIBOR plus 2.5% - 3.5% or Lender’s Prime Rate plus 1.5% - 2.5% per year and we will pay a fee of 0.375% - 0.5% per year on any unused portion of the Revolving Line of Credit. As of June 30, 2017, $1.3 million was outstanding under the Term Loan and $5.0 million was outstanding under the Revolving Line of Credit. The Term Loan requires quarterly payments of interest and principal, amortizing fully over the four-year-term such that it is repaid in full on the maturity date of November 21, 2018. The interest rate for our Credit Facility for the six months ended June 30, 2017 ranged from 3.5% to 3.7%. Repayment of amounts borrowed under the Credit Facility may be accelerated in the event that we are in violation of the representation, warranties and covenants made in the Credit Agreement, including certain financial covenants set forth therein, and under other specific default events including, but not limited to, non-payment or inability to pay debt, breach of cross default provisions, insolvency provisions, and change in control.

We are subject to customary covenants, including a minimum quarterly consolidated leverage ratio, a maximum quarterly consolidated fixed charge coverage ratio, and monthly liquidity minimums. We were in compliance with all such financial covenants as of June 30, 2017 and through the date of this report. We are subject to certain non-financial covenants, and we were also in compliance with all such non-financial covenants as of June 30, 2017 and through the date of this report. The Credit Facility provides us with significant additional flexibility and liquidity for our strategic objectives involving capital expenditures and acquisitions that we may pursue from time to time.

We believe that our existing cash and cash equivalents, cash flow from operations and availability under the Credit Facility will be sufficient to fund our operations and planned capital expenditures for at least the next 12 months from the date of issuance of our financial statements. There can be no assurance, however, that future industry-specific or other developments, general economic trends, or other matters will not adversely affect our operations or our ability to meet our future cash requirements. Our future capital requirements will depend on many factors, including our rate of revenue growth and corresponding timing of cash collections, the timing and size of our managed and operated location expansion efforts, the timing and extent of spending to support product development efforts, the timing of introductions of new solutions and enhancements to existing solutions and the continuing market acceptance of our solutions. We expect our capital expenditures for the remainder of 2017 will range from $6.1 million to $11.1 million, excluding capital expenditures for DAS build-out projects which are reimbursed through revenue from our telecom operator customers. We anticipate the majority of our remaining 2017 capital expenditures will be used to build out and upgrade Wi-Fi networks at our managed and operated venues and to build out residential broadband and IPTV networks for troops stationed on military bases pursuant to our contracts with the U.S. government. The investment of these resources will occur in advance of experiencing any direct benefit from them including generation of revenues. The U.S. government may modify, curtail or terminate its contracts with us, either at its convenience or for default based on performance. Any such modification, curtailment, or termination of one or more of our government contracts could have a material adverse effect on our earnings, cash flow and/or financial position. We may also enter into acquisitions of complementary businesses, applications or technologies which could require us to seek additional equity or debt financing. Additional funds may not be available on terms favorable to us, or at all.

The following table sets forth cash flow data for the six months ended June 30:

	2017	2016
	(unaudited) (in thousands)	
Net cash provided by operating activities	$ 47,353	$ 55,667
Net cash used in investing activities	(33,067)	(64,257)
Net cash (used in) provided by financing activities	(11,434)	3,139

Net Cash Provided by Operating Activities

For the six months ended June 30, 2017, we generated $47.4 million of net cash from operating activities, a decrease of $8.3 million from the prior year comparative period. The decrease is primarily due to a $21.3 million change in our operating assets and liabilities. The change was partially offset by a $9.4 million increase in depreciation and amortization expenses related to our recent increased fixed assets from our DAS build-out projects, Wi-Fi networks, and software development, a $2.6 million decrease in our net loss, a $0.6 million increase in stock-based compensation expenses, and a $0.4 million increase in impairment losses and losses on disposal of fixed assets, net.

Net Cash Used in Investing Activities

For the six months ended June 30, 2017, we used $33.1 million in investing activities, a decrease of $31.2 million from the prior year comparative period. The decrease is due to a $32.3 million decrease in purchases of property and equipment, which was partially offset by $1.2 million of cash paid for a caching technology intangible asset, which we acquired in November 2016.

Net Cash (Used in) Provided by Financing Activities

For the six months ended June 30, 2017, we used $11.4 million of cash in financing activities compared to $3.1 million of cash provided from financing activities from the prior year comparative period. This change is primarily due to a $10.2 million increase in payments on our Credit Facility, a $5.0 million decrease in proceeds from our Credit Facility, a $0.9 million increase in cash used to pay federal, state, and local employment payroll taxes related to our RSUs that vested during the period, and a $0.5 million increase in cash paid for our capital leases and notes payable. The changes were partially offset by a $1.8 million increase in proceeds from exercise of stock options.

Contractual Obligations and Commitments

The following table sets forth our contractual obligations and commitments as of June 30, 2017:

	Payments Due By Period				
	Total	Less than 1 Year	2 - 3 Years	4 - 5 Years	More than 5 Years
	(in thousands)				
Venue revenue share minimums(1)	$ 38,430	$ 8,473	$ 11,158	$ 10,085	$ 8,714
Operating leases for office space(2)	29,024	3,202	6,313	6,311	13,198
Open purchase commitments(3)	21,956	21,956	—	—	—
Credit Facility(4)	6,313	875	5,438	—	—
Capital leases for equipment and software(5)	6,536	3,254	3,282	—	—
Unrecognized tax benefits(6)	229	229	—	—	—
Notes payable(7)	2,384	1,273	1,111	—	—
Total	$ 104,872	$ 39,262	$ 27,302	$ 16,396	$ 21,912

(1) Payments under exclusive long-term, non-cancellable contracts to provide wireless communications network access to venues such as airports. Expense is recorded on a straight-line basis over the term of the lease.

(2) Office space under non-cancellable operating leases.

(3) Open purchase commitments are for the purchase of property and equipment, supplies and services. They are not recorded as liabilities on our condensed consolidated balance sheet as of June 30, 2017 as we have not received the related goods or services.

(4) Long-term debt associated with our Credit Agreement with Bank of America N.A. Payments are based on contractual terms and intended timing of repayments of long-term debt.

(5) Leased equipment, primarily for data communication and database software, under non-cancellable capital leases.

(6) The unrecognized tax benefits are related to uncertain tax positions taken in our income tax return that would impact the effective tax rate or additional paid-in capital, if recognized, (refer to Note 6 to the accompanying condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q).

(7) Notes payable assumed in our acquisition of Endeka Group, Inc. in 2013 and loans payable related to financed equipment and prepaid maintenance service purchases.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet financing arrangements and we do not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Critical Accounting Policies and Estimates

There have been no material changes to our critical accounting policies and estimates from the information provided for the year ended December 31, 2016 in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” included in our annual report on Form 10-K filed by us with the SEC on March 13, 2017.

Recently Issued Accounting Standards

Information regarding recent accounting pronouncements is contained in Note 2 “Summary of Significant Accounting Policies” to the accompanying condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q, which is incorporated herein by this reference.

Item 3. Quantitative and Qualitative Disclosure about Market Risk

We are exposed to various market risks including: (i) interest rate risk and (ii) foreign currency exchange rate risk. The risk of loss is assessed based on the likelihood of adverse changes in fair values, cash flows or future earnings.

Interest rate risk. Our Revolving Line of Credit and Term Loan bears, at our election, interest at a variable interest rate of LIBOR plus 2.5% - 3.5% or Lender’s Prime Rate plus 1.5% - 2.5% per year. The interest rate on the Term Loan resets at the end of each three month period. Our use of variable rate debt exposes us to interest rate risk. A 100 basis point increase in the LIBOR or Lender’s Prime Rate as of June 30, 2017 would not have a material impact on net loss and cash flow.

Foreign currency exchange rate risk. We are exposed to foreign currency exchange rate risk inherent in conducting business globally in numerous currencies, of which the most significant to our operations for the six months ended June 30, 2017 was the Brazilian Real. We are primarily exposed to foreign currency fluctuations related to the operations of our subsidiary in Brazil whose financial statements are not denominated in the U.S. dollar. Our foreign operations are not material to our operations as a whole. As such, we currently do not enter into currency forward exchange or option contracts to hedge foreign currency exposures.

Item 4. Controls and Procedures

Disclosure Controls and Procedures . We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness, as of June 30, 2017, of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934). Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective.

Changes in Internal Control over Financial Reporting . During the three months ended June 30, 2017, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The information set forth in Note 8 "Commitments and Contingencies," to the unaudited condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q, is incorporated herein by this reference.

Item 1A. Risk Factors

Certain Factors Affecting Boingo Wireless, Inc.

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2016 filed with the SEC on March 13, 2017, which we incorporate by reference into this Quarterly Report on Form 10-Q, which could materially affect our business, results of operations, cash flows, or financial condition. The risks described in our Annual Report on Form 10-K are not the only risks facing our company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, or future results. There have been no material changes in the risk factors contained in our Annual Report on Form 10-K.

Items 2, 3 and 4 are not applicable and have been omitted.

Item 6. Exhibits

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q:

Exhibit No.	Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
3.1	Amended and Restated Certificate of Incorporation.	S-1	03/21/2011	3.2	
3.2	Certificate of Amendment to the Certificate of Incorporation.	8-K	06/09/2017	3.1	
3.3	Amended and Restated Bylaws.	8-K	06/09/2017	3.2	
10.1	2001 Stock Incentive Plan Notice of Option Grant and Option Agreement.†				X
10.2	2011 Equity Incentive Plan Notice of Restricted Stock Unit Award and Restricted Stock Unit Agreement (Performance Stock Units) **.** †				X
10.3	2011 Equity Incentive Plan Notice of Restricted Stock Unit Award and Restricted Stock Unit Agreement. †				X
31.1	Certification of David Hagan, Chief Executive Officer, pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of Peter Hovenier, Chief Financial Officer, pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1	Certifications of David Hagan, Chief Executive Officer, and Peter Hovenier, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X

101	The following financial information from the Quarterly Report on Form 10-Q of Boingo Wireless, Inc. for the quarter ended June 30, 2017, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets at June 30, 2017 and December 31, 2016 for Boingo Wireless, Inc.; (ii) Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2017 and 2016 for Boingo Wireless, Inc.; (iii) Condensed Consolidated Statements of Comprehensive Income (Loss) for the three and six months ended June 30, 2017 and 2016 for Boingo Wireless, Inc.; (iv) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2017 and 2016 for Boingo Wireless, Inc.; (v) Condensed Consolidated Statement of Stockholders' Equity for Boingo Wireless, Inc.; and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text.	X

† Indicates a management contract or compensatory plan.

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.

		BOINGO WIRELESS, INC.
Date: August 4, 2017	By:	/s/ DAVID HAGAN
		David Hagan Chairman of the Board and Chief Executive Officer (Principal Executive Officer)
		BOINGO WIRELESS, INC.
Date: August 4, 2017	By:	/s/ PETER HOVENIER
		Peter Hovenier Chief Financial Officer (Principal Financial and Accounting Officer)

Exhibit 10.1

Boingo Wireless, Inc.
Amended and Restated 2001 Stock Incentive Plan
Notice of Option Grant

You have been granted the following option to purchase Common Stock of Boingo Wireless, Inc. (the “Company”):

Name of Optionee :	«FirstName» «LastName»
Total No. of Common Shares Granted :	«Shares»
Type of Option :	Incentive Stock Option
Exercise Price Per Share :	$«PurchasePrice»
Total Purchase Price:	«TotalPP»
Effective Date of Grant :	«EffectiveDate»
Vesting Commencement Date :	«VestingDate»

Your grant is subject to your execution of the attached Stock Option Agreement (the “Agreement”), and is governed by the terms of the Agreement and the Company’s Amended and Restated 2001 Stock Incentive Plan. These documents describe the terms, conditions and restrictions applicable to your stock option.

The option granted pursuant to this Agreement and the securities issuable upon the exercise thereof have not been registered under the Securities Act of 1933, as amended and may not be sold, pledged, or otherwise transferred without an effective registration thereof under such act or an opinion of counsel, satisfactory to the company and its counsel, that such registration is not required.

Boingo Wireless, Inc.
Amended and Restated 2001 Stock Incentive Plan
Incentive Stock Option Agreement

This Incentive Stock Option Agreement (this "Agreement") is made as of «EffectiveDate», by and between, Boingo Wireless, Inc., a Delaware corporation (the "Company"), and «FirstName» «LastName» ("Optionee") with reference to the following facts:

I. Optionee has received an option (the "Option") to purchase Common Stock under the Company's Amended and Restated 2001 Stock Incentive Plan (the "Plan");

II. The Option is conditioned on the Optionee entering into this Agreement; and

III. The Optionee wishes to accept the Option and enter into this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein, the parties hereto hereby agree as follows:

Section 1. Grant of Option

(a) **Option .** On the terms and conditions set forth in the Notice of Option Grant and this Agreement, the Company grants to the Optionee on the Date of Grant the option to purchase at the Exercise Price the number of shares of Common Stock set forth in the Notice of Option Grant. This option is intended to be an Incentive Stock Option, as provided in the Notice of Option Grant, subject to adjustment as provided in the Plan. Accordingly, Optionee must be an Employee at the time of the grant of this Option. Furthermore the Exercise Price must not be less than one hundred ten percent (110%) of the Fair Market Value of the Common Stock as of the date of this Option if Optionee is a Ten Percent Shareholder of the Company, or one hundred percent (100%) of the Fair Market Value of the Common Stock as of the date of this Option in the case of any other Employee.

(b) **Option Plan and Defined Terms .** This option is granted pursuant to the Plan, a copy of which the Optionee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 15 of this Agreement or in the Plan.

Section 2. Right to Exercise

(a) **Exercisability .** Subject to Subsection (c) below and the other conditions set forth in this Agreement, Optionee shall acquire a vested interest in twenty-five percent (25%) of the Common Stock subject to this option upon Optionee's completion of one year of Service measured from and after the Vesting Commencement Date. Optionee shall acquire a vested interest in the remaining Common Stock subject to this option in successive equal monthly installments of 2.0833% per month upon Optionee's completion of each of the thirty-six (36) months of Service measured from and after the date that is one year after the Vesting Commencement Date. However, the aggregate Fair Market Value of Common Stock (determined as of the date of grant) with respect to which this Incentive Stock Options becomes exercisable by the Optionee during any calendar year shall not exceed one hundred thousand dollars ($100,000) or such other limit as may be required by Code Section 422. To the extent that the limit is exceeded, the Options will be treated as Nonstatutory Options (but all of the other provisions of the Option shall remain applicable), with the first Options that were granted to the Participant to be treated as Incentive Stock Options.

(b) **Acceleration .** In the event of a Change in Control before the Optionee's Service with the Company terminates, in addition to all shares of Common Stock subject to this option that are otherwise vested as of such Change in Control, an additional fifty percent (50%) of the then unvested shares of Common Stock subject to such option shall become vested and exercisable immediately prior to such Change in Control, and the remaining unvested shares subject to such option will vest and become exercisable in accordance with the same vesting schedule originally provided in Section 2(a) of this Agreement. In the event that the Optionee experiences a Constructive Termination (as defined below) in connection with or within twelve (12) months following a Change in Control, all unvested shares of Common Stock subject to this option shall become fully vested and exercisable.

"Constructive Termination" means the occurrence of any of the following: (i) the involuntary discharge of the Optionee by the Company (or the Parent or Subsidiary employing such Optionee) for reasons other than Cause, (ii) the voluntary resignation of the Optionee following a change in the Optionee's position with the Company (or the Parent or Subsidiary employing such Optionee) that materially reduces such Optionee's level of authority or responsibility, (iii) the voluntary resignation of the Optionee following a reduction in the Optionee's base salary by more than 10%, or (iv) the voluntary resignation of the Optionee following receipt of notice that the Optionee's principal workplace will be relocated more than 35 miles.

(c) **Effect of Exercise .** Upon exercise of all or any part of the Option, the number of shares of Common Stock subject to the Option under this Agreement shall be reduced by the number of shares of Common Stock with respect to which such exercise is made.

(d) **Stockholder Approval .** Any other provision of this Agreement notwithstanding, no portion of this option shall be exercisable at any time prior to the approval of the Plan by the Stockholders of the Company.

Section 3. No Transfer or Assignment of Option

The Option shall be exercisable during the Optionee's lifetime only by the Optionee or by the Optionee's guardian or legal representative and shall be nontransferable, except that the Optionee may transfer all or any part of the Option by will or by the laws of descent and distribution as provided in Section 5.

Section 4. Exercise Procedures

(a) **Notice of Exercise and Payment of Purchase Price .** The Optionee or the Optionee's representative may exercise this option by giving written notice, on the form attached hereto as Annex A (or such other form as may be specified by the Company), to the Company pursuant to Section 14(c) (the "Notice of Exercise"). The Notice of Exercise shall specify the election to exercise this option and the whole number of shares of Common Stock for which it is being exercised. The Notice of Exercise shall be signed by the person exercising this option. In the event that this option is being exercised by the representative of the Optionee, the Notice of Exercise shall be accompanied by proof satisfactory to the Company of the representative's right to exercise this option. The Optionee or the Optionee's representative shall deliver to the Company, at the time of giving the Notice of Exercise, payment for the full amount of the Purchase Price. The Purchase Price shall be paid in cash or cash equivalents or in such other form of consideration as shall be permitted from time to time by the Board or Committee, including, without limitation, if so permitted, (i) by a promissory note made by the Optionee in favor of the Company, upon the terms and conditions determined by the Board or Committee, and secured by the Common Stock issuable upon exercise in compliance with applicable law (including, without limitation, state corporate law, federal margin requirements, and the rules of any stock exchange or other securities market on which the Common Stock is traded), (ii) by Common Stock already owned by the Optionee, (iii) by the exchange of Options having a value equal to such purchase price or (iv) if the Common Stock is then publicly traded, through a Broker's Transaction.

(b) **Issuance of Stock .** After receiving a proper Notice of Exercise, the Company shall issue the number of shares of Common Stock as to which this option was exercised to and in the name of the person on whose behalf this option was exercised.

(c) **Withholding Taxes .** In the event that the Company determines that it is required to withhold any tax as a result of the exercise of this option, the Optionee, as a condition to the exercise of this option, shall make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the vesting or disposition of Common Stock purchased by exercising this option. To the extent the Optionee elects to satisfy the withholding requirements that arise in connection with the exercise of this option by having the Company withhold shares of Common Stock, such withholding shall include that number of additional shares of Common Stock that equals the largest number of whole shares of Common Stock with a fair market value (determined as of the date of exercise) that does not exceed the aggregate income and employment tax withholdings that apply, calculated at the withholding tax rate elected by the Optionee for such purpose.

(d) **Automatic Net Exercise**. In the event this option has not been exercised in full as of the last business day prior to its expiration (as determined in accordance with Section 5, below), to the extent the option is then vested and outstanding, it will be automatically net exercised on such date by delivering to the Optionee or the Optionee's representative the difference between (i) the total number of whole shares of Common Stock being exercised minus (ii) the sum of (x) the number of shares of Common Stock that equals the largest number of whole shares of Common Stock having an aggregative fair market value that does not exceed the aggregate exercise price applicable to all shares of Common Stock being exercised, plus (y) the number of shares of Common Stock that equals the largest number of whole shares of Common Stock having an aggregate fair market value that does not exceed the aggregate income and employment tax withholdings that apply, calculated at the withholding tax rate the Optionee has elected for such purpose.

Section 5. Term and Expiration

(a) Term. This option shall expire no later than ten years after the Effective Date of Grant. However, if Optionee is a Ten Percent Shareholder, the option shall expire not later than five (5) years from the date of this Option.

(b) Termination of Service (Except by Death or for Cause). If the Optionee's Service terminates for any reason other than death or for Cause, then this option shall expire on the *earliest* of the following occasions:

(i) The expiration date determined pursuant to Subsection (a) above;

(ii) The date three months after the termination of the Optionee's Service for any reason other than Disability; or

(iii) The date six months after the termination of the Optionee's Service by reason of Disability.

The Optionee may exercise all or part of the Optionee's Options at any time before the expiration of such Options pursuant to the preceding sentence, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Common Stock had vested before the Optionee's Service terminated (or vested as a result of the termination). The unvested portion of such Options shall lapse when the Optionee's Service terminates. In the event that the Optionee dies after the termination of the Optionee's Service but before the expiration of the Optionee's Options, all or part of such Options may be exercised (prior to expiration) by the executor or administrator of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Common Stock had vested before the Optionee's Service terminated (or vested as a result of the termination).

(c) **Death of the Optionee.** If the Optionee dies while in Service, then this option shall expire on the *earlier* of the following dates:

(i) The expiration date determined pursuant to Subsection (a) above; or

(ii) The date 12 months after the Optionee's death.

All or part of this option may be exercised at any time before its expiration under the preceding sentence by the executor or administrator of the Optionee's estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee's death. When the Optionee dies, this option shall expire immediately with respect to the number of shares of Common Stock for which this option is not yet exercisable.

(d) **Termination for Cause.** If the Optionee's Service is terminated for "Cause," then this Option shall expire and terminate upon the date of such termination and shall not thereafter be exercisable as to any Common Stock subject hereto, whether or not this Option is then exercisable as to any Common Stock.

Section 6. Legality of Initial Issuance

No Common Stock shall be issued upon the exercise of this option unless and until the Company has determined that:

(a) It and the Optionee have taken any actions required to register the Common Stock purchased pursuant to this option under the Securities Act or to perfect an exemption from the registration requirements thereof; and

(b) All applicable provisions of state or federal law, and the rules of any stock exchange or securities market on which the Common Stock is traded have been satisfied.

Section 7. No Registration Rights

The Company may, but shall not be obligated to, register or qualify the resale of Common Stock under the Securities Act or any other applicable law. The Company shall not be obligated to take any affirmative action in order to cause the resale of Common Stock acquired under this Agreement to comply with any law.

Section 8. Restrictions on Transfer

(a) **Securities Law Restrictions.** Regardless of whether the offering and sale of Common Stock under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Common Stock (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any state or any other law, and the rules of any stock exchange or securities market on which the Common Stock is traded.

(b) **Market Stand-Off**. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Optionee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Common Stock acquired under this Agreement without the prior written consent of the Company or its underwriters. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the effective date of the final prospectus for the offering as may be requested by the Company or such underwriters. In no event, however, shall such period exceed 180 days. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Common Stock subject to the Market Stand-Off, or into which such Common Stock thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to such securities until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (b). This Subsection (b) shall not apply to Common Stock acquired by Optionee in the Company's public offering under the Securities Act or the sale of any shares to an underwriter pursuant to an underwriting agreement.

(c) **Investment Intent at Grant**. Optionee represents and agrees that the Common Stock to be acquired upon exercising this option will be acquired for investment, and not with a view to the sale or distribution thereof.

(d) **Administration**. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 8 shall be binding on the Optionee and all other persons.

Section 9. Adjustment of Stock; Extraordinary Corporate Event

In the event of any transaction described in Section 10(a) of the Plan, the number and kind of shares of Common Stock subject to this option and the Exercise Price shall be adjusted as set forth in Section 10 of the Plan. In the event that the Company is a party to a merger, consolidation or exchange of equity interests, this Option will be governed by the provisions of Section 10(b) of the Plan.

Section 10. Right of First Refusal

By accepting a grant under the Plan, the Optionee agrees that the shares of Common Stock issuable under the Plan upon exercise of an Option shall be subject to a right of first refusal on behalf of the Company and its assignees, as follows:

(a) Before any Common Stock issued under the Plan to Optionee may be sold or transferred (including any transfer by operation of law), such Common Stock shall first be offered to the Company as follows:

(i) The Optionee shall deliver a notice (the "Notice") to the Company stating (A) his or her bona fide intention to sell or transfer such Common Stock, (B) the number of shares of Common Stock to be sold or transferred, (C) the price and other terms and conditions of sale at which he or she proposes to sell or transfer such Common Stock, and (D) the name of the proposed purchaser or transferee.

(ii) Within 30 days after receipt of the Notice, the Company may elect to purchase any or all of the shares of Common Stock to which the Notice refers, at the price per share and upon the terms and conditions specified in the Notice, in the case of a sale for cash. If the Notice involves a transfer or sale other than for cash, the Company shall pay the Fair Market Value of such Common Stock. An election by the Company to purchase the Common Stock shall be made by written notice to the Optionee, specifying the number of shares to be purchased. If the Company elects not to purchase any or all of the shares of Common Stock, the Company may assign its right to purchase the remaining shares of Common Stock.

(iii) If the Company or its assignee does not elect to purchase all of the shares of Common Stock to which the Notice refers, the Participant may sell or transfer the remaining shares to any purchaser or transferee named in the Notice at, in the case of a sale, the price specified in the Notice or at a higher price, provided that such sale or transfer is consummated within 60 days following receipt of the Notice by the Company and provided, further, that any such sale is in accordance with all the terms and conditions specified in the Notice and upon the terms and conditions hereof.

(iv) The provisions of Paragraphs (a)(i) through (a)(iv) shall not apply to a transfer of any Common Stock pursuant to a Permitted Transfer; provided that the transferee shall receive and hold such Common Stock subject to the provisions of this Section 10 and there shall be no further transfer of such shares by any Permitted Transferee.

(v) No Common Stock may be sold or transferred without full compliance with this Section 10, and any sale or transfer that is not in compliance with this Section 10 shall be void. The Company shall not be required to transfer on its books any Common Stock which shall have been sold or transferred in violation of any of the provisions set forth in this Section 10, or to treat as the owner of such Common Stock or to accord the right to vote as such owner or to pay dividends to, any transferee to whom such Common Stock shall have been so transferred.

(b) All certificates representing the Common Stock issued under this Agreement shall have endorsed thereon substantially the following legend:

The shares represented by this certificate are subject to a right of first refusal in favor of Boingo Wireless, Inc. or its assignee as set forth in the Amended and Restated 2001 Stock Incentive Plan of Boingo Wireless, Inc. pursuant to which such shares were issued, a copy of which is available at the principal office of Boingo Wireless, Inc.

(c) Notwithstanding the above, neither the Company nor any other person shall have any right under this Section 10 at any time after the Company registers a class of equity securities under the Securities Exchange Act of 1934, as amended.

Section 11. Drag-along Rights

(a) Drag-Along Right . In the event that Investors determine to accept an offer from any person to purchase all or substantially all of the Common Stock of the Company owned by them, then, if so desired by the Investors, Optionee shall sell pursuant to such offer to purchase all Common Stock purchased pursuant to this Option (the “Option Stock”) Optionee then holds (the “Drag-Along Sale”). Optionee and all other stockholders participating in such Drag-Along Sale (i) shall receive the same consideration per share of Common Stock (or equivalent share), shall be subject to the same terms and conditions of sale and shall otherwise be treated equally or, where appropriate, pro rata based upon the number of shares of Common Stock (or equivalent stock), held by Optionee and such other members and (ii) shall execute such documents and take such actions as may be reasonably required by any such selling Investors.

(b) Notice . The selling Investors shall provide Optionee with written notice (the “Sale Notice”) prior to the date of the Drag-Along Sale (the “Drag-Along Sale Date”). The Sale Notice shall set forth: (i) the name and address of each proposed transferee or purchaser of shares of Common Stock of the Company in the Drag-Along Sale; (ii) the proposed amount and form of consideration to be paid for such shares and the terms and conditions of payment offered by each proposed transferee or purchaser; (iii) confirmation that the proposed purchaser or transferee has been informed of the “Drag-Along Rights” provided for herein and has agreed to purchase shares of Common Stock of the Company in accordance with the terms hereof; and (iv) the Drag-Along Sale Date.

(c) Consent . Optionee hereby consents to any proposed sale, transfer or other form of transaction described in Section 11(a) and agrees to execute such agreements, powers of attorney, voting proxies or other documents and instruments as may be necessary or desirable to consummate such sale, transfer, reorganization, exchange, merger, combination or other form of transaction. Optionee further agrees to timely take such other actions as Investors may reasonably request in connection with the approval of the consummation of such sale, transfer or other form of transaction, including voting as a stockholder to approve any such transaction and waiving any appraisal rights that Optionee may have in connection therewith.

Section 12. Proxy

Optionee hereby revokes all previous proxies and other rights granted to third persons with regard to the Option Stock (other than those arising hereunder or under the Plan) and any and all other securities issued in respect thereof or in substitution thereof (collectively, the "Subject Securities") and hereby appoints the Secretary of the Company, effective from and after the Effective Date of Grant of this Option (the "Proxy Date"), as Optionee's proxy holder, with full power of substitution, as to all of the Subject Securities (a) to exercise all rights of any nature whatsoever in respect of the Subject Securities and to execute any instrument in respect thereof, including without limitation to attend and vote at any meeting of the stockholders of the Company and any adjournment thereof held on or after the Proxy Date, and (b) to execute any and all written consents of stockholders of the Company executed on or after the Proxy Date, with the same effect as if Optionee had personally attended the meetings or had personally voted the Subject Securities or had personally signed such written consents. This proxy is coupled with an interest and is irrevocable, and shall be binding upon all transferees receiving any Subject Securities in a Permitted Transfer. The provisions of this Section 12 shall terminate upon the initial public offering of an equity security of the Company.

Section 13. Marital Dissolution or Legal Separation

In connection with the dissolution of Optionee's marriage or the legal separation of Optionee and Optionee's spouse, the Company shall have the right (the "Special Purchase Right"), exercisable at any time during the sixty (60) day period following the Company's receipt of the required Dissolution Notice (as defined below), to purchase from Optionee's spouse, in accordance with the provisions of this Section 13, all or any portion of (i) the Option, (ii) the shares of Common Stock issuable pursuant to any portion of the Option that is unexercised (the "Option Stock") and (iii) the shares of Common Stock issued upon exercise of the Option by Optionee (the "Exercised Stock"), that would otherwise be awarded to such spouse in settlement of any community property or other marital property rights such spouse may have in such Option Stock or Exercised Stock.

Optionee shall promptly provide the Secretary of the Company with written notice ("Dissolution Notice") of (a) the entry of any judicial decree or order resolving the property rights of Optionee and Optionee's spouse in connection with their marital dissolution or legal separation or (b) the execution of any contract or agreement relating to the distribution or division of such property rights. The Dissolution Notice shall be accompanied by a copy of the actual decree of dissolution or settlement agreement between Optionee and Optionee's spouse that provides for the award to the spouse of the Option, Option Stock or the Exercised Stock, in settlement of any community property or other marital property rights such spouse may have in such Option, Option Stock or Exercised Stock. The Special Purchase Right shall be exercisable by written notice ("Purchase Notice") delivered to Optionee and Optionee's spouse within sixty (60) days after the Company's receipt of the Dissolution Notice. The Purchase Notice shall indicate (x) the number of shares to be purchased, in the case of Exercised Stock, and the number of shares covered by the Option, in the case of an award of all or any part of the Option or the Option Stock, (y) the date the purchase is to be effected (such date to be not less than five (5) business days, nor more than ten (10) business days, after the date of the Purchase Notice) and (z) the purchase price per share to be paid for such Option, Option Stock or Exercised Stock, which shall be as set forth below. Prior to the close of business on the date specified for the purchase, the Company shall pay to Optionee's spouse (in cash or cash equivalents) an amount equal to the purchase price, multiplied by the number of shares of

Exercised Stock to be purchased, or multiplied by the number of shares of the Option Stock to be purchased, as specified in the Purchase Notice. The unvested portion of the Option or Option Stock shall be canceled without consideration. The purchase price for the Option or Option Stock that has vested but which is not exercised shall be the Fair Market Value (as defined in the Plan) less the Exercise Price, and the purchase price for Exercised Stock shall be their Fair Market Value (as defined in the Plan). In the event of any conflict between this Section 13 and the provisions of Section 10, the provisions of this Section 13 shall control.

Section 14. Miscellaneous Provisions

(a) **Rights as a Stockholder .** Neither the Optionee nor the Optionee's representative shall have any rights as a Stockholder with respect to any Common Stock subject to this option until (i) the Optionee or the Optionee's representative becomes entitled to receive such Common Stock by filing a notice of exercise and paying the Purchase Price pursuant to Section 4(a) and (ii) the Optionee or the Optionee's representative has satisfied any other requirement imposed on Stockholders by applicable law or any other agreement among the Stockholders.

(b) **At-Will Service; No Retention Rights .** Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining Optionee). Optionee hereby agrees and affirms that Optionee's Service is for no specified period and can be terminated by either Optionee or the Company (or any such Parent or Subsidiary) for any reason, with or without Cause, at any time, and that this is the full and complete agreement between Optionee and the Company on this matter. Optionee's "at-will" Service relationship may only be changed in the manner specified in his or her offer and acceptance of Service.

(c) **Notice .** Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery (which may be by overnight courier) or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the Company at its principal executive office and to the Optionee at the address that he or she most recently provided to the Company.

(d) **Entire Agreement .** The Notice of Option Grant, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof.

(e) **Governing Law .** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such state.

Section 15. Definitions

(a) " **Agreement** " shall mean this Option Agreement.

(b) " **Board** " shall mean the Board of Directors of the Company.

(c) " **Cause** " shall mean (i) Optionee's unauthorized use or disclosure of the confidential information or trade secrets of the Company, which use causes material harm to the Company, (ii) Optionee's conviction of, or the entry of a pleading of guilty or nolo contendere by Optionee to a felony under the laws of the United States or any state thereof, or a crime involving moral turpitude; (iii) Optionee's gross negligence or willful misconduct or Optionee's continued failure to satisfactorily perform assigned duties after receiving written notification from the Company; (iv) an act of fraud or dishonesty committed by Optionee against the Company, or (vi) any other misconduct by Optionee that is materially injurious to the business or reputation of the Company.

(d) " **Change in Control** " shall mean:

(i) The consummation of a merger or consolidation of the Company with or into another entity or any other reorganization, or an exchange of equity interests or other transaction where all the Company's stockholders immediately prior to such transaction own less than 50% of the outstanding combined voting securities of the continuing or surviving entity immediately after such merger, consolidation or other transaction; or

(ii) The consummation of sale, transfer or other disposition of all or substantially all of the Company's assets.

In no event will any securities issued in connection with any public offering be treated as, or be used to meet the definition of, a Change in Control.

(e) " **Code** " shall mean the Internal Revenue Code of 1986, as amended.

(f) " **Committee** " shall mean a committee of the Board of Directors, as described in Section 2 of the Plan.

(g) " **Common Stock** " shall mean (i) Common Stock of the Company, and (ii) any security into which such Common Stock is converted.

(h) " **Company** " shall mean Boingo Wireless, Inc., a Delaware corporation.

(i) " **Effective Date of Grant** " shall mean the date specified in the Notice of Option Grant, which date shall be the later of (i) the date on which the Board of Directors resolved to grant this option or (ii) the first day of the Optionee's Service.

(j) " **Exercise Price** " shall mean the amount for which one share of Common Stock may be purchased upon exercise of this option, as specified in the Notice of Option Grant.

(k) " **Incentive Stock Option** " means an option to purchase Common Stock that is intended to be an incentive stock option under Section 422 of the Code.

(l) " **Investors** " shall mean a majority of the holders of the Common Stock and any preferred stock of the Company, or any of their respective successors or transferees.

(m) " **Nonstatutory Option** " means any option to purchase Common Stock that is not an Incentive Stock Option.

(n) " **Notice of Option Grant** " shall mean the document so entitled to which this Agreement is attached.

(o) " **Optionee** " shall mean the individual named in the Notice of Option Grant.

(p) " **Plan** " shall mean the Boingo Wireless, Inc. Amended and Restated 2001 Stock Incentive Plan, as in effect on the Date of Grant.

(q) " **Purchase Price** " shall mean the Exercise Price multiplied by the number of shares of Common Stock with respect to which this option is being exercised.

(r) " **Securities Act** " shall mean the Securities Act of 1933, as amended.

(s) " **Stockholder** " shall mean a person who is a Stockholder of the Company.

(t) **"Vesting Commencement Date"** shall mean the vesting commencement date set forth on the Notice of Option Grant attached to this Agreement.

In Witness Whereof , the parties have entered this Agreement on the date first indicated above.

Boingo Wireless, Inc., a Delaware corporation

By: ______________________________

Name: ______________________________

Title: ______________________________

Optionee

____

Name: «FirstName» «LastName»

Address:

Spousal Consent

The undersigned spouse of «FirstName» «LastName» (“Optionee”) has read and hereby approves the foregoing Option Agreement dated as of «EffectiveDate». In consideration of the Company’s granting Optionee the option to purchase Common Stock in accordance with the terms of such Agreement, the undersigned hereby agrees to be irrevocably bound by all the terms and provisions of such Agreement, including (specifically) the right of the Company (or its assignees) to purchase any and all interest or right the undersigned may otherwise have in such Stock pursuant to community property laws or other marital property rights.

Optionee’s Spouse

____

Name: ______________________________

Date: ______________________________

Annex A
Notice of Exercise

Boingo Wireless, Inc. Date:
10960 Wilshire Blvd. Suite 800
Los Angeles, CA 90024

Attn: Corporate Secretary

Dear Corporate Secretary:

I am the holder of an option (the "Option") granted by Boingo Wireless, Inc. (the "Company") on , to purchase up to an aggregate of shares of the Company's Common Stock pursuant to the terms of a Notice of Option Grant and Option Agreement dated as of such date between the Company and me. I hereby exercise the Option with respect to shares of Common Stock (the "Common Stock") subject to the Option, and I hereby present with this Notice of Exercise funds payable to the Company in the amount of $. , which represents the full purchase price for the Common Stock.

I hereby represent and warrant to the Company as follows:

1. I am acquiring the Common Stock for investment for my own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and I have no present intention of selling, granting any participation in, or otherwise distributing the Common Stock. I do not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Common Stock.

2. I understand that the Common Stock is characterized as "restricted securities" under the federal securities laws inasmuch as it is being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended except in certain limited circumstances.

3. I understand that the Common Stock is subject to certain rights and obligations, including a right of first refusal, a drag along right and a "lockup" provision in the event of a public offering of the Company's equity securities.

I further agree not to make any disposition of all or any portion of the Common Stock except in accordance with the Company's Amended and Restated 2001 Stock Incentive Plan and unless and until the transferee has agreed in writing for the benefit of the Company to be bound by the terms of the Option and the Plan.

I acknowledge that no oral or written representations have been made to me in connection with the offer and sale of the Common Stock by the Company or any officer, employee, agent or affiliate of the Company.

Optionee :

____

Optionee's Spouse :

____

Exhibit 10.2

BOINGO WIRELESS, INC.
2011 EQUITY INCENTIVE PLAN
NOTICE OF STOCK UNIT AWARD
(PERFORMANCE STOCK UNITS)

You have been granted stock units representing shares of common stock of Boingo Wireless, Inc. (the "Company") on the following terms:

Name of Recipient: «Name»

Date of Grant: «DateGrant»

Total Number of Stock Units Granted: «TotalUnits»

Maximum Number of Stock Units: The maximum number of stock units subject to this award that may vest (the "Maximum Number") is determined on the basis of [ ] achieved by the Company during the fiscal year ended December 31, [ ] as compared with the prior fiscal year.

[ ] in FY [ ]	Percentage of Total Stock Units That May Vest
Less than [ ]%	0%
[ ]%	50%
[ ]% or more	100%

Straight-line interpolation will be used for amounts between the increments set forth above.

Vesting Schedule: Provided that you remain in continuous "Service," 33 1/3% of the Maximum Number of stock units will vest on [ ]. Thereafter, an additional 8 1/3% of the Maximum Number of stock units will vest when you complete each quarterly period of continuous Service thereafter.

You and the Company agree that these stock units are granted under and governed by the terms and conditions of the 2011 Equity Incentive Plan (the "Plan") and the Stock Unit Agreement, both of which have been made available to you and are made a part of this document. Terms not otherwise defined herein shall have the meaning set forth in the Plan.

You further agree to accept electronically all documents relating to the Plan or this award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company.

You further agree to comply with the Company's *Securities Trading Policy* when selling shares of the Company's common stock.

RECIPIENT	BOINGO WIRELESS, INC.
____________________________	By: ____________________________
	Title: ____________________________

BOINGO WIRELESS, INC.
2011 EQUITY INCENTIVE PLAN

STOCK UNIT AGREEMENT

Grant of Units	Subject to all of the terms and conditions set forth in the Notice of Stock Unit Award, this Agreement and the Plan, the Company has granted to you the number of stock units set forth in the Notice of Stock Unit Award. All capitalized terms used in this Agreement shall have the meanings assigned in this Agreement, the Notice of Stock Unit Grant or the Plan.
Payment for Units	No payment is required for the stock units that you are receiving.
Vesting Rules Generally	The stock units vest in accordance with the terms set forth in the Notice of Stock Unit Award. No stock units will vest after your Service has terminated for any reason, except as set forth in any written agreement signed by you and the Company.
Performance-Based Vesting Conditions	The maximum number of stock units subject to this award will be determined based on [ ] achieved by the Company during the fiscal year in which the Date of Grant occurs as compared with the prior fiscal year. The Committee will determine such achievement by March 1st following the applicable fiscal year. Following determination of the maximum number of stock units, the various percentages of such number of stock units will vest as set forth in the vesting schedule in the Notice of Stock Unit Award. You must remain in service through each applicable vesting date in order to vest in stock units.
Changes in Control	Should a Change in Control occur prior to the Committee determining achievement for a fiscal year, achievement shall be deemed to occur at 100% of achievement. In such an event, you will continue to vest in stock units over your continuous Service thereafter. Should a Change in Control occur on or after the Committee determines achievement for a fiscal year, you will continue to vest in stock units over your continuous Service thereafter based on actual achievement in the applicable fiscal year.

Forfeiture	If your Service terminates for any reason, then your stock units will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of the termination of your Service. This means that any stock units that have not vested under this Agreement will be cancelled immediately. You receive no payment for stock units that are forfeited. The Company determines when your Service terminates for this purpose.
Leaves of Absence and Part-Time Work	For purposes of this award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by applicable law, the Company's leave of absence policy, or the terms of your leave. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, the Company may adjust the vesting schedule so that the rate of vesting is commensurate with your reduced work schedule.
Settlement of Units	Each stock unit will be settled on the first Permissible Trading Day that occurs on or after the day when the stock unit vests. However, each stock unit must be settled not later than March 15th of the calendar year following the calendar year in which the stock unit vests. At the time of settlement, you will receive one share of the Company's common stock for each vested stock unit. But the Company, at its sole discretion, may substitute an equivalent amount of cash if the distribution of stock is not reasonably practicable due to the requirements of applicable law. The amount of cash will be determined on the basis of the market value of the Company's common stock at the time of settlement. No fractional shares will be issued upon settlement.

“Permissible Trading Day”	“Permissible Trading Day” means a day that satisfies each of the following requirements: • The Nasdaq Global Market is open for trading on that day; • You are permitted to sell shares of the Company’s common stock on that day without incurring liability under Section 16(b) of the Securities Exchange Act of 1934, as amended; • Either (a) you are not in possession of material non-public information that would make it illegal for you to sell shares of the Company’s common stock on that day under Rule 10b-5 of the Securities and Exchange Commission or (b) Rule 10b5 1 of the Securities and Exchange Commission is applicable; • Under the Company’s *Securities Trading Policy* , you are permitted to sell shares of the Company’s common stock on that day; and • You are not prohibited from selling shares of the Company’s common stock on that day by a written agreement between you and the Company or a third party.
Section 409A	This paragraph applies only if the Company determines that you are a “specified employee,” as defined in the regulations under Code Section 409A at the time of your “separation from service,” as defined in Treasury Regulation Section 1.409A-1(h) and it is determined that settlement of these stock units is not exempt from Code Section 409A. If this paragraph applies, then any stock units that otherwise would have been settled during the first six months following your “separation from service” will instead be settled on the first business day following the earlier of (i) the six-month anniversary of your separation from service, or (ii) your death.
Nature of Units	Your stock units are mere bookkeeping entries. They represent only the Company’s unfunded and unsecured promise to issue shares of common stock (or distribute cash) on a future date. As a holder of stock units, you have no rights other than the rights of a general creditor of the Company.
No Voting Rights or Dividends	Your stock units carry neither voting rights nor rights to cash dividends. You have no rights as a stockholder of the Company unless and until your stock units are settled by issuing shares of the Company’s common stock.

Units Nontransferable	You may not sell, transfer, assign, pledge or otherwise dispose of any stock units. For instance, you may not use your stock units as security for a loan.
Beneficiary Designation	You may dispose of your stock units in a written beneficiary designation. A beneficiary designation must be filed with the Company on the proper form. It will be recognized only if it has been received at the Company's headquarters before your death. If you file no beneficiary designation or if none of your designated beneficiaries survives you, then your estate will receive any vested stock units that you hold at the time of your death.
Withholding Taxes	No stock certificates or cash will be distributed to you unless you have made arrangements satisfactory to the Company for the payment of any withholding taxes that are due as a result of the vesting or settlement of stock units. At the discretion of the Company, these arrangements may include (a) payment in cash, (b) payment from the proceeds of the sale of shares through a Company-approved securities broker, (c) withholding shares of Company stock that otherwise would be issued to you when the stock units are settled with a fair market value no greater than the amount required to be withheld by law, calculated at the withholding tax rate you have elected for such purpose, (d) surrendering shares that you previously acquired with a fair market value no greater than the amount required to be withheld by law, calculated at the withholding tax rate you have elected for such purpose, or (e) withholding cash from other compensation. The fair market value of withheld or surrendered shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied to the withholding taxes. To the extent you fail to make satisfactory arrangements for the payment of any required withholding taxes, you will permanently forfeit the applicable stock units.
Restrictions on Resale	You agree not to sell any shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

Notices	Any notices provided for in this award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree 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.
Retention Rights	Your award or this Agreement does not give you the right to be retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.
Adjustments	In the event of a stock split, a stock dividend or a similar change in Company stock, the number of your stock units will be adjusted accordingly, as the Company may determine pursuant to the Plan.
Effect of Significant Corporate Transactions	If the Company is a party to a merger, consolidation, or certain change in control transactions, then your stock units will be subject to the applicable provisions of Article 9 of the Plan, provided that any action taken must either (a) preserve the exemption of your stock units from Section 409A of the Code or (b) comply with Section 409A of the Code.
Applicable Law	This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to its choice-of-law provisions).
The Plan and Other Agreements	The text of the Plan is incorporated in this Agreement by reference. In the event of any conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan will prevail. The Plan, this Agreement and the Notice of Stock Unit Award constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement between the parties.

BY YOUR ACCEPTANCE OF THIS GRANT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Exhibit 10.3

BOINGO WIRELESS, INC.
2011 EQUITY INCENTIVE PLAN
NOTICE OF STOCK UNIT AWARD

You have been granted stock units representing shares of common stock of Boingo Wireless, Inc. (the "Company") on the following terms:

Name of Recipient:	«Name»
Total Number of Stock Units Granted:	«TotalUnits»
Date of Grant:	«DateGrant»
Vesting Commencement Date:	«VestDay»
Vesting Schedule:	The first «CliffPercent»% of the stock units subject to this award will vest when you complete «CliffPeriod» months of continuous "Service" (as defined in the Plan) after the Vesting Commencement Date. Thereafter, an additional «IncrementPercent»% of the stock units subject to this award will vest when you complete each «IncrementPeriod»-month period of continuous Service.

You and the Company agree that these stock units are granted under and governed by the terms and conditions of the 2011 Equity Incentive Plan (the "Plan") and the Stock Unit Agreement, both of which have been made available to you and are made a part of this document.

You further agree to accept electronically all documents relating to the Plan or this award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company.

You further agree to comply with the Company's *Securities Trading Policy* when selling shares of the Company's common stock.

RECIPIENT	**BOINGO WIRELESS, INC.**
______________________________	By: ______________________________
	Title: ______________________________

BOINGO WIRELESS, INC.
2011 EQUITY INCENTIVE PLAN

STOCK UNIT AGREEMENT

Grant of Units	Subject to all of the terms and conditions set forth in the Notice of Stock Unit Award, this Agreement and the Plan, the Company has granted to you the number of stock units set forth in the Notice of Stock Unit Award. All capitalized terms used in this Agreement shall have the meanings assigned in this Agreement, the Notice of Stock Unit Grant or the Plan.
Payment for Units	No payment is required for the stock units that you are receiving.
Vesting	The stock units vest in accordance with the vesting schedule set forth in the Notice of Stock Unit Award. No additional stock units vest after your Service has terminated for any reason.
Forfeiture	If your Service terminates for any reason, then your stock units will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of the termination of your Service. This means that any stock units that have not vested under this Agreement will be cancelled immediately. You receive no payment for stock units that are forfeited. The Company determines when your Service terminates for this purpose.
Leaves of Absence and Part-Time Work	For purposes of this award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by applicable law, the Company's leave of absence policy, or the terms of your leave. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, the Company may adjust the vesting schedule so that the rate of vesting is commensurate with your reduced work schedule.

Settlement of Units	Each stock unit will be settled on the first Permissible Trading Day that occurs on or after the day when the stock unit vests. However, each stock unit must be settled not later than March 15th of the calendar year following the calendar year in which the stock unit vests. At the time of settlement, you will receive one share of the Company's common stock for each vested stock unit. But the Company, at its sole discretion, may substitute an equivalent amount of cash if the distribution of stock is not reasonably practicable due to the requirements of applicable law. The amount of cash will be determined on the basis of the market value of the Company's common stock at the time of settlement. No fractional shares will be issued upon settlement.
"Permissible Trading Day"	"Permissible Trading Day" means a day that satisfies each of the following requirements: • The Nasdaq Global Market is open for trading on that day; • You are permitted to sell shares of the Company's common stock on that day without incurring liability under Section 16(b) of the Securities Exchange Act of 1934, as amended; • Either (a) you are not in possession of material non-public information that would make it illegal for you to sell shares of the Company's common stock on that day under Rule 10b-5 of the Securities and Exchange Commission or (b) Rule 10b5 1 of the Securities and Exchange Commission is applicable; • Under the Company's *Securities Trading Policy* , you are permitted to sell shares of the Company's common stock on that day; and • You are not prohibited from selling shares of the Company's common stock on that day by a written agreement between you and the Company or a third party.

Section 409A	This paragraph applies only if the Company determines that you are a “specified employee,” as defined in the regulations under Code Section 409A at the time of your “separation from service,” as defined in Treasury Regulation Section 1.409A-1(h) and it is determined that settlement of these stock units is not exempt from Code Section 409A. If this paragraph applies, then any stock units that otherwise would have been settled during the first six months following your “separation from service” will instead be settled on the first business day following the earlier of (i) the six-month anniversary of your separation from service, or (ii) your death.
Nature of Units	Your stock units are mere bookkeeping entries. They represent only the Company’s unfunded and unsecured promise to issue shares of common stock (or distribute cash) on a future date. As a holder of stock units, you have no rights other than the rights of a general creditor of the Company.
No Voting Rights or Dividends	Your stock units carry neither voting rights nor rights to cash dividends. You have no rights as a stockholder of the Company unless and until your stock units are settled by issuing shares of the Company’s common stock.
Units Nontransferable	You may not sell, transfer, assign, pledge or otherwise dispose of any stock units. For instance, you may not use your stock units as security for a loan.
Beneficiary Designation	You may dispose of your stock units in a written beneficiary designation. A beneficiary designation must be filed with the Company on the proper form. It will be recognized only if it has been received at the Company’s headquarters before your death. If you file no beneficiary designation or if none of your designated beneficiaries survives you, then your estate will receive any vested stock units that you hold at the time of your death.

Withholding Taxes	No stock certificates or cash will be distributed to you unless you have made arrangements satisfactory to the Company for the payment of any withholding taxes that are due as a result of the vesting or settlement of stock units. At the discretion of the Company, these arrangements may include (a) payment in cash, (b) payment from the proceeds of the sale of shares through a Company-approved securities broker, (c) withholding shares of Company stock that otherwise would be issued to you when the stock units are settled with a fair market value no greater than the amount required to be withheld by law, calculated at the withholding tax rate you have elected for such purpose, (d) surrendering shares that you previously acquired with a fair market value no greater than the amount required to be withheld by law, calculated at the withholding tax rate you have elected for such purpose, or (e) withholding cash from other compensation. The fair market value of withheld or surrendered shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied to the withholding taxes. To the extent you fail to make satisfactory arrangements for the payment of any required withholding taxes, you will permanently forfeit the applicable stock units.
Restrictions on Resale	You agree not to sell any shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
Notices	Any notices provided for in this award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree 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.
Retention Rights	Your award or this Agreement does not give you the right to be retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.

Adjustments	In the event of a stock split, a stock dividend or a similar change in Company stock, the number of your stock units will be adjusted accordingly, as the Company may determine pursuant to the Plan.
Effect of Significant Corporate Transactions	If the Company is a party to a merger, consolidation, or certain change in control transactions, then your stock units will be subject to the applicable provisions of Article 9 of the Plan, provided that any action taken must either (a) preserve the exemption of your stock units from Section 409A of the Code or (b) comply with Section 409A of the Code.
Applicable Law	This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to its choice-of-law provisions).
The Plan and Other Agreements	The text of the Plan is incorporated in this Agreement by reference. In the event of any conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan will prevail. The Plan, this Agreement and the Notice of Stock Unit Award constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement between the parties.

BY YOUR ACCEPTANCE OF THIS GRANT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Exhibit 31.1

CERTIFICATIONS

I, David Hagan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Boingo Wireless, 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.

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 the 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.

By: /s/ David Hagan
David Hagan
Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

Date: August 4, 2017

Exhibit 31.2

CERTIFICATIONS

I, Peter Hovenier, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Boingo Wireless, 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.

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 the 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.

By: /s/ Peter Hovenier
Peter Hovenier
Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: August 4, 2017

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Boingo Wireless, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

1. the accompanying Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended June 30, 2017 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David Hagan
David Hagan
Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)
Date: August 4, 2017

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Boingo Wireless, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

1. the accompanying Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended June 30, 2017 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Peter Hovenier
Peter Hovenier
Chief Financial Officer
(Principal Financial and Accounting Officer)
Date: August 4, 2017

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.