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March 31, 2006

VIA ELECTRONIC FILING

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Re: *Ex Parte* Presentation; ET Docket No. 05-247

Dear Ms. Dortch:

Following up on our *ex parte* presentation of March 17, 2006, the attached letter supplements the record regarding the central Wi-Fi antenna system at Logan International Airport.

In the attached letter, Advanced Wireless Group, LLC ("AWG"), the operator of the central Wi-Fi antenna system, responds to questions raised by John Stelly of Continental Airlines and referenced in Continental's *ex parte* letter of March 24. AWG clarifies the business relationship between itself and The Massachusetts Port Authority, describes the cost structure of the Wi-Fi service, provides additional details regarding the technical and operational characteristics of the central Wi-Fi antenna system, explains its quality of service level, and addresses other terms and conditions of its proposed service offering.

The attached letter should also help to clarify further the operation of the central Wi-Fi antenna system at Logan.

If you have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,



Christine M. Gill

Attachment

Marlene H. Dortch

March 31, 2006

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cc: Fred Campbell
Lauren Van Wazer
Julius Knapp
Bruce Romano
Alan Scrim
Geraldine Matis
Jamison Prime
Gary Thayer
Nicholas Oros
Catherine Seidel
Joel Taubenblatt
Sam Feder

Advanced Wireless Group, LLC

March 30, 2006

VIA FEDEX AND E-MAIL

Mr. John W. Stelly
Managing Director – Technology
Continental Airlines
47th Floor, HQSTK
1600 Smith Street
Houston, TX 77002

RE: Wireless Internet (Wi-Fi) access proposal for the Continental President's Club lounge at
Boston Logan International Airport.
Continental Letter of 3/15/06

Dear Mr. Stelly,

Thank you for your response to my letter of February 28th. I apologize for the incorrect address which resulted in your delayed receipt of that letter, and I have corrected your address herein. I would also like to clarify that Advanced Wireless Group (AWG) is Massport's concessionaire for the Wi-Fi network at Logan. We are not Massport's agent nor are we acting on their behalf. Consequently, we were unaware of your discussions with Massport in early February. However, as Massport's Wi-Fi concessionaire, we have been granted the right by Massport to negotiate and execute all agreements for access to the central Wi-Fi antenna system at Logan.

I am pleased to respond to your questions and provide additional details concerning our proposed offering to Continental in regards to providing Wi-Fi services to your President's Club members and guests. I understand that you did not receive my original letter in its entirety. Some of your questions were addressed in that letter, but, for the sake of clarity, are also addressed in this letter. Let me reiterate that this offering is predicated on the fact that Wi-Fi is provided as a complimentary service in your club room. I have inserted each of your questions below and provided my responses below each question.

Q-1: "1000 hours per month is an average of 33 hours per day coverage and on the surface, would appear to be sufficient. However, there are no indications of what happens if we were to exceed 1000 hours per month, or any adjustment by way of a credit or discount if we are under 1000 hours per month."

A-1: We have several plans with different numbers of connect-hours included, both above and below the 1000 hour plan. We proposed this plan based on the FCC filing that indicates you have approximately 32 customers per day using your WiFi system. The included hours are the base floor of the agreement, and there is no credit, discount, or carry over for under-utilization. However, if you were to exceed the 1000 connect hours, the fee would be \$.50 per additional connect-hour. Should you exceed the 1000 hours consistently, we have plans that would have higher included connect hours at reasonable prices.

Q-2: “[Y]ou have not indicated the cost of installing and maintaining your antenna in lieu of ours. If this is truly a cost savings to Continental on a monthly basis, we need to see how.”

A-2: There is no additional cost to Continental for installation and maintenance of the central Wi-Fi antenna system. AWG has already installed Wi-Fi access points throughout Logan, including the President’s Club lounge, and the cost of maintaining that system is part of our operating overhead. The system has been operational for nearly 2 years. There is no charge to system users for capital expenditures or maintenance since these direct costs are offset solely by usage fees. Thus, under the terms of this proposal, Continental would no longer have any financial exposure for system maintenance, Internet connection circuits, or system improvements.

Q-3: “[A] cap of 1000 hours per month would mean that AWG must monitor our usage, which is against our normal operating policy. There is also no indication that our marketing concerns would be addressed, which is really all about customer choice. For example, is there a requirement for an initial logon page? Would a customer view our corporate standard broadcast SSID of “copresidents_club” with no logon page or would they be required to log on via another means?”

A-3: We would create a separate wireless VLAN solely within the President’s Club which would have the broadcast SSID of “co_presidents_club” or whatever other SSID Continental specifies. Customers associating with that VLAN would be re-directed to a version of the AWG Logan portal (www.loganwifi.com) on initial browser launch. Although we do require some form of authentication to track usage for the wholesale billing of connect-hours, individual users would not be offered any pay-for-access options. Once authenticated, the user is free to surf and is unaware of the time tracking. We would be happy to demonstrate the process, should you wish to view it.

Q-4: “[W]e do not know how you conclude that the quality of service will be “equal to or greater” than the existing Wi-Fi service being offered. What is the quality of service standard you are proposing?”

A-4: We have based our statement of AWG’s superior quality of service on the following factors:

- A) Access Point Speed – AWG operates 802.11G Access Points.
- B) Hardware Redundancy – AWG has installed redundant access points in and around the President’s Club providing greater uptime and reduced load per access point as compared to the existing Continental offering.
- C) Internet Connection – AWG operates a burstable DS-3 circuit plus T-1s as compared to the existing Continental circuit. This provides greater Internet speed to the users especially during peak periods when a DSL line or T-1 is easily bottlenecked.
- D) 24/7 call center support.
- E) Service Level Agreement – AWG will provide Continental their standard SLA providing an uptime commitment and locally staffed service and support.
- F) RF Management and interference mitigation. As mentioned in some of Massport's FCC filings, a third-party consultant detected interference to the central Wi-Fi antenna system in a corner of the President’s Club lounge in

September 2005. We measured and rectified this interference immediately, meaning that the central Wi-Fi antenna system has provided an equivalent or stronger signal than Continental's Wi-Fi antenna throughout the President's Club lounge for approximately six months.

Q-5: "[H]ow would the connection to the internet be established? Do you intend to connect to our existing router or provide connectivity via your circuit? If connected via our router, this potentially imposes additional indirect costs and complexity on Continental's system."

A-5: AWG will trunk all wireless VLAN traffic associated with "co_presidents_club" SSID through the AWG wired network and out to the Internet via the AWG provisioned burstable DS-3 circuit and multiple T1's. There is no need for Continental to furnish or maintain any premise equipment or Internet circuits as is currently the case.

Q-6: "[Y]ou have not stated the term of this proposal. Is it in perpetuity so long as we have a lease with Massport?"

A-6: AWG can agree to these terms for the duration of the AWG concession (currently 5-7 years) or concurrent with the Continental lease, whichever expires first.

Q-7: "Is there a most favored nations provision such that Continental is being treated the same as all airlines to whom AWG has extended this offer?"

A-7: Yes. This identical agreement is offered to other airline club rooms that provide complimentary wireless Internet access to their customers. There is a separate agreement for clubs that charge for access either directly or via a third-party provider.

I hope that you will explore these responses and our overall proposal with your senior management. I believe that AWG's terms show that AWG can provide Continental with wireless service on an existing central Wi-Fi antenna system with a quality of service that is equal or better than Continental's existing wifi service at a cost savings to Continental. I look forward to discussing this proposal with you further at your earliest convenience. Please contact me via phone at (305)876-0843 or via email at sphillips@emswifi.com.

Very Truly Yours,



H. Scott Phillips
EMS Member - AWG

cc: Donna J. Katos, Esq. – Continental Airlines
Thomas Newton Bolling, Esq – Continental Airlines
Francis Anglin – Massport
David S. Mackey, Esq. – Massport
Deborah Lau Kee, Esq. – Massport

Christine M. Gill, Esq. – McDermott Will & Emery LLP
Henry M. Rivera, Esq. – Vinson & Elkins, LLP
Todd McCormack – AWG
Bill Squadron – AWG
David Ziembicki – AWG
File