

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Universal Service Contribution Methodology)	WC Docket No. 06-122
)	
Request for Review of a Decision of the)	
Universal Service Administrator by)	
MeetingOne.com Corp.)	
)	
Application for Review of Wireline)	
Competition Bureau Order)	

REPLY COMMENTS OF MEETINGONE

MeetingOne.com Corporation (“MeetingOne”) responds to comments filed in this proceeding by CenturyLink.¹ CenturyLink takes no position in its reply comments on whether the Bureau’s conclusions regarding MeetingOne’s service are correct, but opines that the underlying services it provides to MeetingOne are not telecommunications.²

The substance of CenturyLink’s comments supports MeetingOne’s position that, if the underlying services provided by CenturyLink – a common carrier – to MeetingOne are not telecommunications, then the Internet Protocol (“IP”) bridging service provided by MeetingOne is not telecommunications either. If anything, in fact, MeetingOne’s service is further afield from the concept of telecommunications than Qwest’s Internet Protocol Toll Free (“IPTF”) and Internet Protocol Long Distance (“IPLD”) services. To rule otherwise would be to discriminate

¹ Comments of CenturyLink, WC Docket No. 06-122 (filed Jan. 12, 2012) (“CenturyLink Comments”); *see also* Comments of Qwest Communications International Inc., WC Docket No. 06-122 (filed June 7, 2010) (“Qwest Comments”). Qwest merged with CenturyLink in 2011. To the extent necessary, the Qwest Comments are incorporated by reference.

² CenturyLink Comments at 3.

in favor of one of the nation's largest common carriers and against an entrepreneurial, exclusively IP-based company. Notably, CenturyLink also agrees with MeetingOne that *InterCall* was unclear and that any Universal Service Fund ("USF") obligation should be applied only on a prospective basis.

I. MEETINGONE'S SERVICE IS AN INFORMATION SERVICE, NOT TELECOMMUNICATIONS.

CenturyLink notes that "unlike InterCall's service, MeetingOne's service changes the form of the information as sent and received between the end user and the conference bridge, due to the IP platform of its service."³ After CenturyLink packetizes the calls involved in a MeetingOne conference, it delivers them to MeetingOne, which then reconfigures and processes them, changing their protocol. It then configures them with other IP packets with the specific conference. With MeetingOne's service existing only between CenturyLink's services, it then sends the reconfigured and combined packets back to Qwest, never touching the PSTN on either end. MeetingOne also allows customers to record their conference calls and retrieve them later from MeetingOne's servers. In addition, Adobe Connect, which is tightly integrated with MeetingOne's audio conferencing, provides for content-altering functionality such as real-time whiteboard discussions, polling, subconference rooms, muting, recording, broadcasting, and chat. MeetingOne's service offers the capability to generate, acquire, store, transfer, process, retrieve, utilize, and make available information to the end users of their services, even after the conference ends.

CenturyLink goes on to argue that its own underlying services effect a net protocol change because the IPTF and IPLD services should be viewed separately rather than as points of

³ Qwest Comments at 3.

the same communications.⁴ Specifically, CenturyLink argues that its “separate and distinct IPTF and IPLD services ... serve merely as components of MeetingOne’s end-to-end service.”⁵

MeetingOne does not take a position on this argument except to note that its service is not “end-to-end.” If the Commission agrees with CenturyLink that its services are information services, however, it is not reasonable to hold that CenturyLink’s underlying services are information services, and MeetingOne’s service, which rides on CenturyLink’s input and adds the refinement and capability of IP technology, is not.

II. WHETHER MEETINGONE’S SERVICE IS “TELECOMMUNICATIONS” WAS NOT SETTLED BY *INTERCALL*

MeetingOne agrees with CenturyLink that “[g]iven the checkerboard of determinations regarding the regulatory treatment of IP-enabled services, the USF contributions of new and complex IP-based services seldom are clear.”⁶ In fact, CenturyLink’s position post-*InterCall* was that neither its own nor MeetingOne’s services qualifies as telecommunications.⁷ On the question, CenturyLink now appears to qualify its position somewhat, doubtless in an effort to avoid triggering USF contribution obligations of its own, stating that it “never advised MeetingOne about the contribution obligations of MeetingOne’s services ... [and] only provided MeetingOne with information regarding Qwest’s own contribution determination.”⁸ But this latest gloss on the facts is inconsistent with this statement made by CenturyLink in this very proceeding:

⁴ Qwest Comments at 6.

⁵ *Id.*; CenturyLink Comments at 3.

⁶ CenturyLink Comments at 4.

⁷ Qwest Comments at 4 (noting that the “Commission’s current USF contribution rules do not apply to MeetingOne’s service”).

⁸ *See* CenturyLink Comments at 3 n.7.

The Commission's *InterCall Order* which addressed federal USF obligations for audio-conferencing services does not encompass IP-based audio-conferencing platforms, and the Commission's few decisions addressing the jurisdiction or federal USF treatment of certain IP-enabled services do not provide clear guidance on this issue the plain language of the *InterCall Order* is at most silent regarding USF contribution obligations for IP-based audio conferencing services, and actually seems to preclude application of its holding to MeetingOne's audio conferencing services ***the Commission's current USF contribution rules do not apply to MeetingOne's service***, [and] any action declaring that they do would represent a change in the law and should be applied prospectively.⁹

If USF obligations are going to apply to IP-based bridging providers, the issue would be properly settled, as CenturyLink suggests, in a rulemaking with prospective application.¹⁰

III. ANY CONTRIBUTION OBLIGATION SHOULD BE APPLIED ONLY PROSPECTIVELY

CenturyLink's points out that "contribution obligations for complex IP technologies should not be decided in a piecemeal manner and, if applicable, should be applied only prospectively."¹¹ This is consistent with CenturyLink's earlier assertion that given the "continuing uncertainty," any action declaring that the USF contribution rules apply to MeetingOne should only be applied prospectively.¹² MeetingOne agrees. As CenturyLink observes, *InterCall* was "at most silent regarding USF contributions for IP-based audio conferencing services, and actually seems to preclude application of its holding to MeetingOne's audio conferencing services."¹³

This lack of clarity, in addition to the lack of notice by USAC (as required by *InterCall*) and the detrimental reliance on CenturyLink's interpretations, demonstrates that retroactive

⁹ Qwest Comments at 1-4 (emphasis added).

¹⁰ CenturyLink Comments at 5; Qwest Comments at 4-5.

¹¹ CenturyLink Comments at 5.

¹² Qwest Comments at 4-5.

¹³ Qwest Comments at 2-4; *see also* CenturyLink Comments at 5.

