



Todd F. Silbergeld
Director-
Federal Regulatory

SBC Communications Inc.
1401 I Street, N.W.
Suite 1100
Washington, D.C. 20005
Phone 202 326-8888
Fax 202 408-4806

November 25, 1996

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Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Federal Communications Commission
Office of Secretary
DOCKET FILE COPY ORIGINAL

Re: *Minor Amendment to Southwestern Bell Telephone Company's
Comparably Efficient Interconnection Plan for PC Backup and Recovery
Service (CC Docket Nos. 85-229, 90-623 and 95-20)*

Dear Mr. Caton:

Southwestern Bell Telephone Company ("SWBT") respectfully submits a minor amendment to its Comparably Efficient Interconnection ("CEI") Plan for PC Backup and Recovery Service.¹ The Common Carrier Bureau approved the CEI Plan on June 11, 1996.²

This amendment is to identify an additional basic service, Frame Relay Service, to be utilized by SWBT's PC Backup and Recovery Service. Frame Relay is a fast-packet data transport service that facilitates the exchange of variable length information units ("frames") between end user connections. Each frame is passed to the Frame Relay network with an address that specifies the virtual connections. The addition of this new basic service will permit higher speed connectivity to end users' computers, thereby permitting PC Backup to effectively back-up mini-computer systems and PC-based Local Area Network ("LAN") servers.

SWBT plans to purchase Frame Relay Service from existing tariffs -- thereby allowing customers to purchase and use Frame Relay as a transport service to back-up their computers. Copies of illustrative tariff pages on file for Frame Relay Service are submitted herein as Exhibit A.

SWBT will continue to comply in all respects with the Commission's nine CEI

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- 1 Southwestern Bell Telephone Company's Comparably Efficient Interconnection Plan for PC Backup and Recovery Service, CC Docket Nos. 85-299, 90-623 and 95-20 (filed August 3, 1995).
 - 2 Southwestern Bell Telephone Company's Comparably Efficient Interconnection Plan for PC Backup and Recovery Service, CC Docket Nos. 85-229, 90-623 and 95-20, Order, CCBP01 95-7, DA 96-923 (released June 11, 1996).

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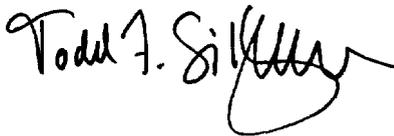
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parameters, and with the additional safeguards applicable to enhanced services, as explained in SWBT's original CEI Plan.³

The information provided in this letter constitutes a minor amendment to SWBT's approved CEI Plan. Therefore, in accordance with the Commission's prior practice regarding such matters, SWBT will assume that the amendment is deemed approved 14 days from the date of the filing unless informed otherwise.⁴

If you have any questions concerning the foregoing, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Todd F. Silken". The signature is written in a cursive, somewhat stylized font with a long horizontal flourish extending to the right.

3 CEI Plan at pp. 4-14.

4 In the Matter of Bell Operating Companies' Joint Petition for Waiver of Computer II Rules, Memorandum Opinion and Order, 10 FCC Rcd. 1724, 1730 n.71 (1995).

EXHIBIT A

TARIFF REFERENCES SWBT PC BACKUP AND RECOVERY SERVICE CEI PLAN

Attached is a copy of the tariff for Frame Relay Service in Section 7 of the Digital Link Service Tariff for the State of Texas, which is illustrative of the tariffs in all of SWBT's service areas.* References of comparable provisions in other jurisdictions are identified below. The tariff pages from these other jurisdictions will be supplied on request.

Additional Basic Service -- Frame Relay Service

<i>Jurisdiction</i>	<i>Tariff</i>	<i>Section</i>	<i>Sheet Nos.</i>
All (Interstate)	FCC No. 73	14	14-37 to 14-55.10; 14-125 to 14-136
Arkansas	Digital Link Srvc	3	1-19
Arkansas	Access Service	15	15-55
Kansas	Gen. Exchange	44	1-20
Kansas	Access Service	14	9-13
Missouri	Digital Link Srvc	9	1-19
Missouri	Access Service	16	3-22
Oklahoma	Gen. Exchange	Frame Relay	1-5
Oklahoma	Access Service	17	1-12

* Southwestern Bell Telephone Company's Comparably Efficient Interconnection Plan for Internet Support Services, CC Docket Nos. 85-229, 90-623, and 95-20 (filed June 21, 1996), Exhibit A at 2 (indicated SWBT's intention to also offer this service in Section 15 of the Texas Access Service tariff by year end 1996). Upon further analysis, however, such filing is not required given that the current state tariff has no user restrictions. Thus, SWBT will continue to offer Frame Relay Service pursuant to Section 7 of the Digital Link Service Tariff in Texas.

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Southwestern Bell Telephone Company
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SECTION 7

FRAME RELAY DIGITAL SERVICE

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FRAME RELAY DIGITAL SERVICE

1. General

- 1.1 Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Based on ANSI (American National Standards Institute) and CCITT (Committee Consultat de International Telegraphique et Telephonique) standards for Frame Relay, each frame is passed to the Frame Relay network with an address that specifies the virtual connection.
- 1.2 Variable frame length capability is useful in communications between asynchronous Local Area Networks (LANs) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.
- 1.3 This service is available to customers in Local Access and Transport Areas (LATAs) served by Southwestern Bell Telephone Company, herein referred to as SWBT.
- 1.4 Frame Relay is provided to the customer in the form of the Site Link and the Logical link. The Site Link forms the local access component which provides the customer access to the customer's serving central office and a primary address associated specifically with that customer. The logical link consists of the Frame Relay network and the interoffice transport and facilities from the customer's serving central office to the Frame Relay office(s).
- 1.5 SWBT does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer originated data.

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FRAME RELAY DIGITAL SERVICE

2. Definitions

Link Extension - A customer served by an office located outside of an established Primary Market Area (PMA), but within the same LATA, will be required to order a Link Extension. The Link Extension will consist of interoffice transport between the Site Link at the customer's serving central office and the nearest central office within the PMA.

Local Area Network (LAN) - A short distance network, typically within a building or campus, used to link together computers and peripheral devices under some form of standard control.

Logical Link - The permanent virtual circuit between two customer Site Links which establishes a two-way connection which allows user data to flow. Includes the interoffice circuit between the Frame Relay switch and the Site Link at both ends; the Frame Relay switch(es); and the trunking between switches.

Network Link - A facility used to connect two PMAs within the same LATA.

Primary Market Area (PMA) - The geographic area in which Frame Relay Service is offered which consists of an exchange area suitably equipped for Frame Relay Service. Service is available outside the PMA (but within the same LATA) by subscribing to a distance sensitive Link Extension.

Site Link - The physical connection between the customer's premises and that customer's serving central office.

Virtual Connection (or virtual circuit) - A communications link that appears to be a dedicated point-to-point circuit but is actually established only on demand, thereby allowing shared use of part or all of the facility.

FRAME RELAY DIGITAL SERVICE

3. Regulations

- 3.1 The following rules and regulations are in addition to other rules and regulations as stated in this or other SWBT tariffs.
- 3.1.1 Provision of this service (or provision of any specific element associated with this tariff) is subject to the availability and operational limitations of the equipment and associated facilities.
- 3.1.2 A variety of equipment and facilities may be used to provide this service, and SWBT reserves the right to determine which shall be used and to modify and change such equipment at its option.
- 3.1.3 No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by customer or user. Furthermore, interruptions of service during any period in which SWBT is not afforded access to the premises at which this service is terminated will not receive a credit allowance.
- 3.1.4 The minimum billing period for this service is one month. If service is discontinued after the first month, during a fractional part of a month all appropriate charges will be based on the actual number of days the service is furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have 30 days.
- 3.1.5 This service requires the use of customer provided equipment which must be compatible with SWBT's equipment and facilities and must conform to industry standards for Frame Relay and specifications provided in SWBT Technical Publication TP 76642. This publication enumerates the applicable industry standards, and may be obtained from Southwestern Bell Telephone Company, Information Release Manager, 1010 Market, Room 810, St. Louis, MO 63101 (314 235-8300).
- 3.1.6 Frame Relay Service, when furnished at the same premises in combination with other Local Exchange Service, shall not be considered to be in conflict with rules of Paralleling Service contained in Paragraph 5.2 of Section 23, relating to Regulations Applying to All Customers' Contracts, of the General Exchange Tariff.
- 3.1.7 Service furnished to one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is no lapse in service and the service is assumed exactly as provided to the previous customer. The new customer must assume all the obligations of the previous customer. Such transfers are subject to any applicable transfer of contract charges specified in Section 27 of the General Exchange Tariff.

FRAME RELAY DIGITAL SERVICE

3. Regulations (Cont'd)

- 3.1.8 SWBT shall be authorized to discontinue service upon notice from any official charged with the enforcement of the law stating that such service is being used as an instrumentality to violate the law. The customer will be notified immediately by SWBT, but such discontinuance of service will not be considered a service interruption for the purpose of credit allowance. Applicable charges will continue to accrue until service is disconnected at the customer's request.

4. Service Availability

- 4.1 Frame Relay is available within the following Primary Market Areas (PMAs): Austin, Dallas, Ft. Worth, Houston and San Antonio. Frame Relay will be available within 120 days of a firm order in the Beaumont and El Paso PMAs. The PMA is defined as an exchange area suitably equipped to provide Frame Relay service. Service outside the PMA (but within the same LATA) is made possible by the distance sensitive Link Extension. One or more PMAs may be located within a LATA. Extended Area Service (EAS) does not apply nor is an Optional EAS arrangement (including Extended Area Calling Service and Extended Measured Service) available for this service.
- 4.2 A customer's premises or serving central office need not be in the PMA to subscribe to Frame Relay Service. If the customer is served by an office outside the PMA (but within the same LATA), the customer will be required to subscribe to a Link Extension which will include distance sensitive charges based on the airline mileage (V-H) from the customer's serving central office to the closest central office that is within the PMA.
- 4.3 SWBT will install Frame Relay service when a firm order is received in an exchange or zone not included within existing Frame Relay PMAs, or in a LATA with no existing Frame Relay PMA. SWBT reserves the right to make a separate waiver request to not deploy Frame Relay at the tariffed rate if: 1) it is not economically justified in a particular instance; or 2) there is no central office within the exchange, zone or LATA that is technologically capable of offering the service. If SWBT fails to seek a waiver, or if the waiver is denied, SWBT will provide Frame Relay service at the tariffed rate.
- 4.4 When the customer requires the modification of standard service components not otherwise provided in this tariff, the modification may be furnished by SWBT subject to additional regulations, rates and charges as specified for Special Assemblies of Equipment in Section 29 of the General Exchange Tariff.
- 4.5 Special construction will be provided under the regulations and rates set forth in Section 1, Paragraph 4.8 of the Digital Link Service Tariff. Special construction is construction undertaken by SWBT where facilities are not available and there is no other requirement for the facilities constructed; of a type facility other than that normally used for this service; over a route other than that which would normally be used; in a quantity greater than what SWBT would normally construct for the needs of this service; on a temporary basis until permanent facilities are completed; involving abnormal costs; or in advance of normal construction on an expedited basis.

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4. Service Availability (Cont'd)

- 4.6 This service is guaranteed under the terms of this subsection to provide an average performance of at least 99.0 percent error free seconds up to the demarcation point (network interface) of the channel for operation at all transmission speeds offered by this tariff. When Frame Relay Service is operating at an error performance level that is unsatisfactory to the customer, and SWBT determines that the error performance level is below that specified above, the period of substandard performance will be considered as an interruption. Any credit allowance shall be based on the time of notice by the customer or user to SWBT that an unsatisfactory performance level has occurred, provided that the customer promptly releases the service as requested by SWBT to perform testing and maintenance.

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5. Limitations

- 5.1 Logical Links must be associated with at least one Site Link. A customer must subscribe to at least one Site Link to subscribe to a Logical Link.
- 5.2 A Site Link can be associated with any number of Logical links. Since all Logical Links need not be in use at the same time, it is possible for the total bandwidth of all Logical Links associated with one Site Link to exceed the bandwidth of that Site Link. Such a relationship is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for that Logical Link will be available at any point in time.
- 5.3 No Logical link can have a greater bit rate than the bit rate of either of the associated Site Links.
- 5.4 A customer subscribing to a Site Link will be referred to as the controller of the Site Link. A customer subscribing to a Logical Link need not be the controller of either Site Link but must have the permission of both controllers in order to establish a Logical Link between the two Site Links.
- 5.5 Site Links and Logical Links are ordered and billed independently and can have different customers as controllers. A request by one customer to disconnect one component does not result in the disconnection of associated components. Only the controller of a Site Link may authorize a disconnect of that Site Link.

FRAME RELAY DIGITAL SERVICE

6. Responsibility of the Customer

- 6.1 Where Frame Relay service is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by SWBT. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of SWBT employees or the public; damage, harm, require change in or alteration of the equipment or other services of SWBT; interfere with the proper operation of SWBT's equipment; or otherwise injure the public in its use of SWBT services. Upon notice from SWBT that the equipment provided by the customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- 6.2 The customer, upon request, shall furnish such information as may be required to permit SWBT to design and maintain the Frame Relay service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
- 6.3 It shall be the responsibility of the customer to ensure the continuing compatibility of the customer provided equipment that is used in conjunction with the Frame Relay service.
- 6.4 Registration Program - Effective June 30, 1987, the Federal Communications Commission's Part 68 Rules and Regulations were amended to require registration of customer provided equipment that directly connected to subrate and 1.544 mbps digital services after that date. The equipment or system must also comply with the requirements of the Technical Reference Publication 62411. This publication may be obtained from Bell Communications Research, Information Operations Center, 60 New England Ave., Piscataway, NJ, 08854-4196 (800 521-2673).
- 6.5 The customer shall be responsible for obtaining permission for SWBT agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the service components of SWBT.
- 6.6 The customer shall be responsible for the payment of a nonrecurring Maintenance of Service Charge as found in Section 8, Paragraph 1.2.2 of the General Exchange Tariff for each repair visit to a premises of the customer or the premises of any other customer where the service difficulty or trouble results from the use of equipment or service components provided by the customer.

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7. Responsibility of SWBT

- 7.1 The responsibility of SWBT shall be limited to furnishing network equipment suitable for Frame Relay service and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, SWBT shall not be responsible for the through transmission of signals generated by the customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.
- 7.2 SWBT shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. SWBT is not responsible for adapting Frame Relay service to the technological requirements of any specific customer equipment.
- 7.3 When a customer orders a Logical Link which is relayed to other local exchange carriers or other Frame Relay networks, SWBT will provide advisory assistance as a part of the establishment of this Logical Link.
- 7.4 SWBT shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of SWBT used in the provision of Frame Relay service render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided SWBT has met any applicable information disclosure requirements otherwise required by law.
- 7.5 SWBT undertakes the responsibility to maintain and repair the service which it furnishes. Network equipment installed by SWBT on the customer's premises shall be and remain the property of SWBT. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by SWBT without prior written consent by SWBT.
- 7.6 SWBT, by written notice to the customer, may immediately discontinue the furnishing of Frame Relay service without incurring liability upon nonpayment of any sum due to SWBT or a violation of any condition governing the furnishing of service.

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7. Responsibility of SWBT (Cont'd)

- 7.7 SWBT has the service responsibility up to and including the network interface. The network interface will be provided by SWBT as set forth in Technical Reference PUB 62411.
- 7.8 The placement of the network interface shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise by building/land owner and agreed to by SWBT.

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8. Application of Rates and Charges

- 8.1 Rates and charges for the Site Link will include a recurring monthly rate and a nonrecurring service charge and are based on the available transmission speeds (bit rates). The Site Link is available in three bit rates: 56 kbps, 384 kbps and 1.536 mbps.
- 8.2 The rates for the Logical Link will include a recurring monthly rate and a nonrecurring service charge as specified in subsection 9 of this tariff, are based on transmission speeds, and will be available in a variety of bit rates.
- 8.3 A Link Extension or a Network Link will consist of a flat monthly rate and a monthly distance sensitive rate. These rates are in addition to the monthly rate for the associated Site Link in the case of a link Extension, or the associated Logical Link in the case of a Network Link.
- 8.4 A nonrecurring service charge as specified in subsection 9 of this tariff will be assessed for each customer requested change in the transmission speed of the Site Link or Logical Link or for a new Site Link or Logical link at the new speed.
- 8.5 The application of nonrecurring service charges as found in subsection 9 of this tariff is as follows:

First Unit - Applies to the first unit per customer request, per due date, per PMA.

Additional Unit - Applies to the additional unit(s) on the same customer request as the initial unit, same due date, and same PMA.

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9. Rates and Charges

9.1 Site Links

			<u>Nonrecurring Service Charges</u>	
	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Unit</u>	<u>Additional Unit</u>
56 kbps	LOK5X	\$170.00	\$390.00	\$300.00
384 kbps	LOK6X	295.00	640.00	440.00
1.536 mbps (1) . . .	LOK8X	850.00	640.00	440.00

9.2 Link Extensions (2)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Monthly Rate Per Mile</u>
56 kbps	FCE5X	\$ 50.00	\$.96
384 kbps	FCE6X	65.00	28.00
1.536 mbps (1) . . .	FCE8X	65.00	28.00

- (1) Network capabilities in some locations may be initially limited to providing a maximum of 1.344 mbps.
- (2) A Link Extension is assessed both the monthly base rate and the monthly rate per mile which is calculated using the distance from the customer's serving central office to the nearest central office that is located within the PMA. These rates are in addition to the monthly rate for the associated Site Link. The Link Extension must be associated with and ordered at the same time as the Site Link.

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9. Rates and Charges (Cont'd)

9.3 Network Links (1)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Monthly Rate Per Mile</u>
56 kbps	NLZ5X	\$ 60.00	\$.96
384 kbps	NLZ6X	300.00	28.00
1.536 mbps (2). . .	NLZ8X	990.00	28.00

9.4 Logical Links

Nonrecurring Service Charges

	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Unit</u>	<u>Additional Unit</u>	
56 kbps	LCN5X	\$ 45.00	\$150.00	\$120.00	
384 kbps	LCN6X	60.00	150.00	120.00	(C)
1.536 mbps (2). . .	LCN8X	160.00	150.00	120.00	(C)

- (1) A Network Link is assessed both the monthly base rate and the monthly rate per mile which is calculated using the distance from the two closest offices in the two PMAs being connected. A Network Link must be associated with and ordered at the same time as one or more Logical Links.
- (2) Network capabilities in some locations may be initially limited to providing a maximum of 1.344 mbps.

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9. Rates and Charges (Cont'd)

9.3 Network Links (1)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Monthly Rate Per Mile</u>
56 kbps	NLZ5X	\$ 60.00	\$.96
384 kbps	NLZ6X	300.00	28.00
1.536 mbps (2) . . .	NLZ8X	990.00	28.00

9.4 Logical Links

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Service Charges</u>	
			<u>First Unit</u>	<u>Additional Unit</u>
56 kbps	LCN5X	\$ 45.00	\$150.00	\$120.00
384 kbps	LCK6X	60.00	150.00	120.00
1.536 mbps (2) . . .	LCK8X	160.00	150.00	120.00

- (1) A Network Link is assessed both the monthly base rate and the monthly rate per mile which is calculated using the distance from the two closest offices in the two PMAs being connected. A Network Link must be associated with and ordered at the same time as one or more Logical Links.
- (2) Network capabilities in some locations may be initially limited to providing a maximum of 1.344 mbps.