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MoKan Communications, Inc.

PSC Mo. No. 1
Original Sheet 1

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE LONG DISTANCE MESSAGE
TELECOMMUNICATIONS SERVICE FURNISHED BY

MoKan Communications, Inc.

BETWEEN POINTS WITHIN THE STATE OF MISSOURI, AS SPECIFIED HEREIN.
SERVICE IS PROVIDED BY MEANS OF WIRE, RADIO, TERRESTRIAL OR
SATELLITE FACILITIES OR ANY COMBINATION THEREOF,
AS SPECIFIED HEREIN.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by MoKan Communications, Inc. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

MoKan Communications, Inc. operates as a competitive telecommunications company as defined by Case No. TA-2001-125 within the State of Missouri.

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WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-2001-125, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

392.210.2 RSMo
392.240 (1) RSMo
392.270 RSMo
392.280 RSMo
392.290 RSMo
392.300.2 RSMo
392.310 RSMo
392.320 RSMo
392.330 RSMo
392.340 RSMo

4 CSR 240-10.020
4 CSR 240-30.010 (2) (C)
4 CSR 240-30.040
4 CSR 240-33.030
4 CSR 240-35

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TARIFF FORMAT

- I. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 8 and 9 would be 8.1.
- II. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.
- III. Paragraph Numbering Sequences - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level.
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).1.
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1).

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CONCURRING CARRIERS

No Other Concurring Carriers

CONNECTING CARRIERS

No Other Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation
- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a decrease to a customer's bill
- T - Change in text or regulation but no change in rate or charge

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

1. APPLICATION OF TARIFF

This tariff contains the intrastate regulations and rates applicable to the provision of Intrastate Long Distance Message Telecommunications Service (ILDMTS) by MoKan Communications, Inc. (hereinafter referred to as the Company) within the State of Missouri, as specified herein.

The Company's Service is furnished subject to transmission, atmospheric and like conditions. Service is offered pursuant to rates, terms and conditions set forth in this tariff. Service is offered via the company's facilities in combination with resold services provided by other certified carriers.

The Company operates as a "Competitive Telecommunications Company". The rates, rules and regulations contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission ("Mo PSC").

2. DEFINITIONS

Answer Supervision: An electrical signal fed back up the line by the LEC at the distant end of a long distance call to indicate positively that the call has been answered.

Application for Service: A standard order form, which includes all pertinent billing, technical, and other descriptive information, which will enable the Company to provide the communication service as required.

Authorization Code: An identification number, usually an eight (8) to twelve (12) digit number, that identifies the user as a customer.

Authorized User: A person, firm, corporation or legal entity, which is authorized by the Customer to be connected to the service of the Customer. Authorized User(s) must be named in the Application for Service.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange carrier which automatically identifies through a seven (7) or ten (10) digit number assigned to the Customer, the local exchange line from which a call originates.

Billing Period: The monthly interval between Customer invoice to Customer invoice.

Business Service: "Business Service" refers to telecommunications service provided to

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the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange carrier or long distance telephone company, for this purpose.

Cancellation of Order: A Customer-initiated request to discontinue processing a service order, either in part or in entirety, prior to its completion.

Commission: The Missouri Public Service Commission.

Company: The term "Company" denotes MoKan Communications, Inc.

Customer: The term "customer" denotes the person who or the firm or corporation that orders, cancels or amends Service, is responsible for the payment of charges, and is responsible for compliance with the Company's regulations and this tariff.

Customer Dialed Calling Card Call: A Calling Card Call which does not require the intervention of an operator.

Customer-Provided Equipment: Denotes all equipment and facilities provided by the Customer and/or Authorized User, other than those provided by the Company.

Dedicated Access Line or Service: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premises to a Company switch, the line which is used solely for that Customer's traffic.

Direct Dial Call: A call for which charges are billed to the originating telephone number.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Domestic Message Telecommunications Service: Denotes the furnishing of station-to-station direct dial domestic switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channels from the Customer's premises to other domestic points as specified herein.

FCC: Federal Communications Commission.

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Holiday: Any of the following Federally recognized holidays: New Years Day (January 1st), Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving, and Christmas Day (December 25th).

Interexchange Carrier (IXC): A long distance telecommunications carrier.

Local Exchange Carrier (LEC): A company which provides telecommunications service within a Local Exchange Area.

Normal Business Hours: Normal business hours are the period between 8:00 AM and 5:00 PM, Central Time Zone, Monday through Friday, excluding Holidays.

Point(s) of Presence: Location(s) where the Company maintains, through its own facilities or through arrangements with other carriers, an operations center for purposes of providing long distance service.

Premises: Denotes a building or buildings on contiguous property (except railroad right-of-way-, etc) not separated by a public road.

Residential Service: Denotes telecommunications service provided to a Customer where the business use, if any, is merely incidental and where the major use is of a social or a domestic nature.

Service: "Service" means any or all service(s) provided pursuant to this tariff.

Service Points: Those locations from which the Company makes Service available to Customers.

Station: Any location from which a message can be originated or received (terminated).

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Usage Charge: A usage charge assessed based on minutes of use to calculate the charges due for a completed call. Additional surcharges may also apply as stated in this tariff.

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3. REGULATIONS

3.1 Undertaking of the Company

3.1.1 Scope

The Company undertakes to provide telecommunication services to residences and businesses in accordance with the terms and conditions set forth in this tariff.

3.1.2 Shortage of Facilities

The Company's Service is subject to availability of suitable facilities. The company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of lack of satellite or other transmission medium capacity or because of any force majeure condition.

3.1.3 Liability of the Company

3.1.3.A. Except as stated in this Section 3.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

3.1.3.B. The liability of the Company for damage resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentation shall not exceed the dollar amount of the call in which the Service disruption occurred. Such dollar amount shall be credited on the customers next billing cycle.

3.1.3.C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes, or any law, order, regulation, directive,

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action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.

- 3.1.3.D. The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used to provide the Company's Service. Nor shall the Company be liable for any damage or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.
- 3.1.3.E. The Company reserves the right to discontinue furnishing Service without notice to the Customer when necessitated by conditions beyond its control or when the Customer is believed to be using the Service in violation of the provisions of this tariff or in violation of the law.
- 3.1.3.F. Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.
- 3.1.3.G. The Company, at its discretion, may discontinue or suspend all or a portion of its Service without notice to the Customer, by blocking facilities to certain countries, or by blocking calls placed using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore its Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that may have been deactivated.

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3.1.3.H. All or any portion of the Company's Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by or acts or omissions of any third parties.

3.1.3.I. The company shall not be liable for any direct, indirect, consequential, special, punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. This warranty and these remedies are exclusive and in lieu of all other warranties or remedies, whether express, implied or statutory, including without limitation, implied warranties of merchantability and fitness for a particular purpose.

3.1.3.J. In the event parties other than the Customer (e.g., Customer's authorized users) shall have use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects. The Company shall have no liability to any person or entity other than its Customer.

3.1.4 Claims

3.1.4.A. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright, trademark, trade name or patent resulting from use of the Company's Service; and any other claim resulting from act or omission of the Customer or Customer's authorized user relating to the use of the Company's Service.

3.1.4.B. The Company shall not be liable for use, misuse, or abuse of a Customer's Service by third parties, including, without limitation, the Customer's employees, guests or members

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of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

- 3.1.4.C. The Company is not liable for any damages, including but not limited to, toll and long distance usage charges, the Customer may incur as a result of unauthorized use of the Customer's telephone facilities or Company Authorization Codes. The Company may work with the Customer to recommend possible solutions to reduce unauthorized use. However, the Company does not warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities and Company Authorization Codes.

3.1.5 Provision of Equipment and Facilities

- 3.1.5.A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service.

- 3.1.5.B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is used in connection with the Company's Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Service under this tariff and to the maintenance and operation of such Service in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- 3.1.5.B.1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

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3.1.5.B.2. the reception of signals by Customer-provided equipment.

3.2 Use of Service

3.2.1. The Company's Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

3.2.1.A. The Service is provided for use by the Customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.

3.2.1.B. The Service is furnished subject to the condition that it will not be used for an unlawful purpose, and there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of the service includes, but is not limited to:

3.2.1.B.1. The use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable to the Service.

3.2.1.B.2. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, Long Distance Message Telecommunications Service by rearranging, tampering with or making connection with any service components of the Company or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid payment, in whole or in part, of the regular charge for such Service.

3.2.1.B.3. The use of the Service of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.

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3.2.1.B.4. The use of profane or obscene language.

3.2.1.B.5. The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers, or harm the facilities of the Company or others.

3.2.1.C. In the event the Company determines, in its sole judgement, that there is fraudulent use of either the Services furnished by the Company or the Company's network, the Company will, without notice to the Customer or liability to the Company, discontinue Service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.3 Payment for Service

3.3.1. The Customer is responsible for payment of all charges for Service provided by the Company. The per-minute rates for the Calling Card contained in Section 4.4 herein excludes all applicable Federal, state and local sales, use and excise taxes. Applicable taxes appear as separate line items on the Customer's invoice

3.4 Discontinuance of Service

3.4.1. The Company reserves the right to establish a credit limit, and when the Customer reaches this limit, the services of the Company may not be extended. In addition, the Company may discontinue the service under the following circumstances, provided written notice by first-class mail is served on Customer at least ten (10) days prior to the date of discontinuance.

3.4.1.A. Non-payment of a delinquent charge; or

3.4.1.B. Failure to post a required deposit or guarantee; or

3.4.1.C. Unauthorized use of Company equipment in a manner which

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creates an unsafe condition or creates the possibility of damage or destruction to such equipment; or

3.4.1.D. Failure to comply with terms of a settlement agreement; or

3.4.1.E. Refusal after reasonable notice to permit inspection, maintenance, or replacement of Company equipment, or

3.4.1.F. Material misrepresentation of identity in obtaining Company service; or

3.4.1.G. As provided by state or federal law.

3.5 Obligations of the Customer

3.5.1. The Customer shall be responsible for damages to the Company's facilities caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.

3.5.2. The Customer will guarantee the compliance by the Customer's Authorized User(s) with all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its Authorized User(s) relative to compliance with the provisions of this tariff.

3.5.3. The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the Service provided under this tariff, provided however, that, where there is no interruption or relocation of use, such assignment or transfer may be made to the following:

3.5.3.A. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such Service, and the un-expired portion of the minimum period and the termination liability applicable to

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such Service, if any; or

- 3.5.3.B. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer, but not limited to, all indebtedness for such Service, and the un-expired portion of the minimum period and the termination liability applicable to such Service, if any.
- 3.5.4. If the Customer wishes to assign or transfer the right to use the Service provided under this tariff, written consent of the Company is required prior to such assignment or transfer, which consent may be granted or withheld at the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.
- 3.5.5. The assignment or transfer of Service does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
- 3.5.6. With respect to the Company's 800/888/877 Service, the Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the Service or any other Service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume, (2) average call duration, time-of-day characteristics, and (4) peak calling period. The Company, without incurring liability and without notice to the Customer, may disconnect or refuse to furnish Service to any Customer that fails to comply with these conditions.
- 3.5.7. Any mistakes, omissions, accidents, interruptions, delays, errors or defects in transmission or Service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in any liability to the Company. The

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Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any Local Exchange Carrier labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to Services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.6 Billing and Payment Regulations

3.6.1. Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until the Company's receipt of a request from the Customer for the disconnection of the Service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to charges for the Company's Service, the Customer shall pay any applicable Federal, state or local use, excise, sales, franchise, or privileges taxes or assessments such as the Universal Service Fund assessment, resulting from the Services furnished by the Company. Such taxes or assessments shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted. All charges and fees subject to the jurisdiction the Commission, except taxes and franchise fees, will be submitted to the Commission for prior approval.

3.6.2. The Customer is responsible for payment of all charges for Service furnished by the Company. This includes payment for calls or Service:

3.6.2.A originated at the Customer's number(s) whether authorized or not;

3.6.2.B. accepted at the Customer's number(s) (e.g. 800/888/877 Service);

3.6.2.C. billed to the Customer's number via third number billing, a calling card, a Company-assigned Authorization Code, or other special billing number; or

3.6.2.D. incurred at the request of the Customer.

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- 3.6.3. The Customer's responsibility for payment of all charges for Service furnished by the Company is not changed by virtue of any use, misuse, or abuse of the Customer's Service or Customer-provided systems, equipment, facilities or Services interconnected to the Customer's 800/888/877 Service, which may be occasioned by third parties, including, without limitation, the Customer's employees, guests and/or members of the public who dial the Customer's 800/888/877 number by mistake.
- 3.6.4. In instances of a dispute, the Customer is required to pay the undisputed portion of the invoice in its entirety. The Customer shall promptly advise the Company that all or part of a charge is in dispute by written notice, by notice delivered in person, or by a telephone message delivered to the Company. Undisputed amounts not paid within twenty-one (21) days from the due date stated on the invoice will be considered delinquent.
- 3.6.5. The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.
- 3.6.5.A. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class. The deposit will be returned upon termination of service, less any unpaid charges due the Company.
- 3.6.5.B. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.

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- 3.6.6. In the event that a check or draft tendered by a customer is returned, a fee of \$20.00 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is bank error, in which case documentary evidence is required to waive the fee.
- 3.6.7. All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, franchise, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, Universal Service Fund Assessments, etc, shall be paid by the Customer in addition to the charges stated in the tariff subject to Commission approval. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice. All charges and fees subject of the jurisdiction of the Commission, except taxes and franchise fees, will be submitted to the Commission for prior approval.
- 3.6.7.A. If Customer seeks to have the Company re-institute Service, Customer shall pay to the Company prior to the time Service is re-instituted (1) all accrued and unpaid charges, and
- 3.6.7.B. a deposit, as determined by the Company.
- 3.6.8. The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.
- 3.6.9. Customers billed by a Local Exchange Carrier (LEC), Competitive Local Exchange Carrier (CLEC), or other local exchange telephone company, on behalf of the Company, are responsible for any late payment charges imposed by the Local Exchange Carrier, Competitive Local Exchange Carrier, or local exchange telephone company.

3.7 Credit Allowances

3.7.1. Interruption of Service

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- 3.7.1.A. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or Service for which the Company renders an invoice for payment are considered provided by the Company whether or not the equipment, facilities and/or Service are owned and operated by the Company unless otherwise provided by the terms of this tariff.
- 3.7.1.B. No credit will be allowed for failure of Service or equipment due to Customer-provided facilities or any act or omission of the Customer, its Authorized User(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.
- 3.7.1.C. Credit allowance time for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the Service has been restored and an attempt has been made to notify the Customer.
- 3.7.1.D. Only those portions of the Service or equipment operation materially interfered with will be credited.
- 3.7.1.E. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.7.2. Limitation Allowances

- 3.7.2.A. No credit allowances will be made for:
- 3.7.2.A.1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, Authorized User, or other common carrier providing service connected to the Service of the Company.

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- 3.7.2.A.2. Interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, or other common carrier providing service connected to the Service offered by the Company.
- 3.7.2.A.3. Interruptions of Service during any period in which the Company is not given access to the premises at which the Company-provided Service is interrupted or terminated.
- 3.7.2.A.4. Interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- 3.7.2.A.5. Interruptions of Service during any period when the Customer or Authorized User has relinquished Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service.

3.8 Equipment

- 3.8.1. The Customer shall assume all responsibility for obtaining all necessary permits, authorizations or consents for interconnecting Customer-provided equipment and facilities with the Company's Service or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's Service or equipment.
- 3.8.2. The Customer shall operate its equipment and facilities so as not to interfere with any other Customer's use of the Company's Service or equipment.
- 3.8.3. The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of the Company's Service or for safety reasons.
- 3.8.4. The Customer shall be responsible for the installation, operation or

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maintenance of any Customer-provided equipment. Where such equipment is connected to Service furnished by the Company pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

- 3.8.4.A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- 3.8.4.B. the reception of signals by Customer-provided equipment; or
- 3.8.4.C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.9 Determination and Rendering of Charges

- 3.9.1. For billing purposes, Service will be deemed to be started on the day the Service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, billing for all usage commences on the date usage begins.
- 3.9.2. Subject to the Company's right to terminate or suspend Service as otherwise provided in this tariff, the minimum service period is thirty (30) days. Termination by the Customer is effective as of the end of the next business day after receiving the Customer's request to cancel Service.
- 3.9.3. All monthly recurring charges are billed one month in advance. Initial and final months billing, when the service period is less than one month, will be prorated one-thirtieth (1/30th) of the month's recurring charge for each day the Service was rendered or equipment was provided.
- 3.9.4. Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at one-thirtieth (1/30th) of the monthly minimum amount for each day the Service was rendered.
- 3.9.5. The duration of a call is rated in intervals of the billing increments

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described for each Service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

- 3.9.6. Computed usage charges or credits for each call is rounded to the nearest cent when possible.

3.10 Calculations of Distance for IntraLATA Calls

- 3.10.1. Usage charges for all mileage sensitive rates are based on the airline distance between rate centers associated with the originating and terminating points of the call.

- 3.10.2. The airline mileage between rate centers is determined by applying the industry standard formula using the vertical and horizontal coordinates associated with the rate centers involved, as set forth in NECA's (National Exchange Carrier Associations) Tariff No. 4.

3.11 Missouri Universal Service Fund

- 3.11.1 Company will place on each end retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission.
- 3.11.2 The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund".
- 3.11.3 The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

(N)

(N)

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Material previously appearing on this sheet now on sheet 24.1.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS

4.1 General Description

The Company offers switched long distance network services for voice grade and low speed dial-up data transmission services offered on a usage-sensitive basis. Service is provided subject to the terms and conditions of this tariff. The Services offered are:

Domestic Message Telecommunications Service;

Inbound (800/888/877) Toll Free Service; and

Calling Card Service.

4.2 Direct Dial Domestic Service

4.2.1. The Company provides direct dialed termination of domestic station-to-station calls originating from its service points in the United States to the areas in the United States, as defined in "Definitions", Section 2, of this tariff. The Customer uses the Company's direct dialed Domestic Message Telecommunications Service by dialing 1 + the area code + the desired telephone number.

4.2.2 The rates for Direct Dial Domestic Service are set forth in Section 5.1 of this tariff.

Material on this sheet formerly appeared on sheets 24 and 25.

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4.3 Inbound (800/888/877) Toll Free Service

4.3.1. The Company's Inbound (800/888/877) Toll Free Service enables the customer to receive 800/888/877 service calls at the Customers residence or business. The Service is accessed via 800/888/877 NPA's originating on Feature Group facilities provided by the LEC and terminating on a regular residential or business line. The following regulations apply to all Inbound (800/888/877) Toll Free Service:

4.3.1.A. The Company reserves the right to require an applicant for the Company's Inbound 800/888/877 Toll Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical target areas, and a schedule of marketing and promotional activities. The Company also may require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

4.3.1.B. The Company's Inbound 800/888/877 Toll Free Service is furnished upon condition that the Customer contracts for adequate facilities, and must obtain an adequate number of access lines for the Company's Inbound 800/888/877 Toll Free Service, to permit the use of this Service without injurious effect upon it or any Service rendered by the Company, or to prevent interference or impairment of this Service or any other Service provided by the Company, based on (1) total call volume, (2) average call duration, (3) time-of-day characteristics, and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company's Inbound 800/888/877 Toll Free Service to any Customer that fails to comply with these conditions.

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4.4 Calling Card Service

- 4.4.1. The Company will issue a customer dialed Calling Card, using 800/888/877 access, provided subject to the terms of this tariff.
- 4.4.2. The Company reserves the right to place a monthly maximum usage limit on each Calling Card. The company reserves the right to, without incurring any liability, discontinue the furnishing of Service to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents or Service.
- 4.4.3. All International usage on the Calling Card will be blocked.
- 4.4.4. The Customer is required to notify the Company immediately when a Customer's Calling Card, using the Customer's Authorization number issued by the Company, needs to be deactivated or terminated. The Customer is responsible to immediately notify the Company when a Customer's Calling Card is lost, stolen, misplaced, has suspected or confirmed misuse, or when fraud is known, anticipated or suspected on a Calling Card.
- 4.4.5. The Company will deactivate the Calling Card within twenty-four (24) hours after notification from the Customer. The notification can be in writing to the Company, or by contacting the Company's Customer Service representative in writing, telephone or other accepted communications media.

4.5 Operator Services

- 4.5.1. Operator Service as provided by Company will be consistent with 4 CSR 240-33.130 and 392.515 RSMo.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES

5.1 Direct Dial Domestic Service

Option 1	\$.15/minute-24hours per day, 7days per week	
Option 2	\$.10/minute-24 hours per day, 7 days per week plus monthly Recurring charge of \$4.95	
Option 2a	\$.10/minute-24 hours per day, 7 days per week plus monthly Recurring charge of \$3.95	
Option 2b	\$.05/minute-24 hours per day, 7 days per week, plus monthly Recurring charge of \$5.95	
Option 2c	Flat-Rate Unlimited Residential plan	(N)
	Recurring charge of \$9.95	
	Flat-Rate Unlimited Business (single-line) plan	
	Recurring charge of \$18.95	
	(anywhere in continental U.S.)	
	* Flat rate plans cannot be shared across multiple lines	(N)

Options 1, 2, 2a, and 2b have a one minute minimum per call, with additional billing increments of six (6) seconds, rounded upward to the next increment.

Option 3	Lata-wide Block of Time Plan
One (1) hour	\$4.00
Fifteen (15) hours	\$25.00
Twenty-five (25) hours	\$40.00

Option 3 allows a customer to select a fixed amount or block of time, at the prices set forth herein, for all calling up to the total amount of the selected block of time, for calls terminating within the customer's LATA. Any calling in excess of the selected block of time subscribed to will be billed at \$.08 per minute. Option 3 has a one-minute minimum per call, with additional billing increments of one (1) minute, rounded upward to the next increment.

5.2 Inbound 800/888/877 Service

Option 4

Inbound 800 Service \$0.12 per minute, 24 hours per day, 7 days per week,
plus a monthly recurring charge of \$3.00

Option 5

Inbound 800 Service \$0.06/min, 24 hours per day, 7 days per week, plus a
monthly recurring charge of \$3.00

5.3 Credit Card Service

\$0.20 per minute plus a surcharge of \$0.50 per connected call.

5.4 Directory Assistance Service

\$1.00 per call

5.4.1 Directory Assistance Call Completion \$0.25 per minute

One minute minimum per call, additional billing increments of sixty (60) seconds, rounded upward to next increment.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (cont'd)

5.5 Bundle Specific Long Distance Plansⁱ

Option 6	Residential 300 Minutes AllStar	\$13.22
6a	Residential 300 Minutes AllPro	\$16.93
Option 7	Business 500 Minutes White	\$22.28
7a	Business 500 Minutes Blue	\$21.36
Option 8	Residential Unlimited AllStar	\$46.89
8a	Residential Unlimited AllPro	\$46.77
Option 9	Business Unlimited White	\$44.76
9a	Business Unlimited Blue	\$43.64
Option 10	Business 3 or more lines 1200 Minutes	\$43.64
Option 11	Res Unlimited Gold AllStar	\$17.85
Option 12	Res Unlimited Gold AllPro	\$21.85
Option 13	Bus Unlimited Gold BizStar	\$20.35
Option 14	Bus Unlimited Gold BizPro	\$30.71
Option 15	Residential Unlimited LD	\$13.00
Option 16	Residential Unlimited LD	\$15.00
Option 17	Business Unlimited LD	\$25.00
Option 18	Business Unlimited LD	\$69.45

ⁱ Bundle Specific plans not available as stand-alone long distance offering. Call minutes exceeding allowable minute blocks billed at \$.08 for residential plans and \$.05 for business plans. Long distance minutes include all 1+ DDS calls within the 48 contiguous states, calls to Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam, and Saipan billed at \$.10 for residential customers and \$.15 for business customers. Bundle Specific plan Options 15 – 18 Unlimited LD only includes all 1+ DDS calls within the 48 contiguous states.

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Vice President of Regulatory Affairs

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (cont'd)

5.6 Bundle Service Offerings: AllStar and AllPro service offerings, both Residential and Business, are bundles which combine a mixture of components from MoKan Communication's Long Distance Tariff, MoKan Dial's Basic Local Exchange Tariff, and other non-regulated offerings which are not required to be listed in any tariff.

a. Residential Plans	Monthly Rate
(1) AllStar – White ¹ Residential 300 Minutes AllStar	\$34.95
(2) AllStar – Blue ¹ Residential Unlimited AllStar	\$68.95
(3) AllPro – White ² Residential 300 Minutes AllPro	\$74.95
(4) AllPro – Blue ³ Residential Unlimited AllPro	\$104.95
(5) AllStar – Gold ⁴ Res Unlimited Gold AllStar	\$39.95
(6) AllPro – Gold ⁵ Res Unlimited Gold AllPro	\$79.95
b. Business Plans	
(1) BizStar – White ⁶ Business 500 Minutes White	\$95.00
(2) BizStar – Blue ⁷ Business 500 Minutes Blue	\$106.00
(3) BizPro – White ⁸ Business Unlimited White	\$125.00
(4) BizPro – Blue ⁹ Business Unlimited Blue	\$136.00
(5) BizStar – Gold ¹⁰ Bus Unlimited Gold BizStar	\$44.95
(6) BizPro – Gold ¹¹ Bus Unlimited Gold BizPro	\$99.95

¹ Customers must subscribe to MoKan Dial Basic Local Service and Calling Class Discount Bundle, and MoKan Communications Wire Maintenance

² Customers must subscribe to MoKan Dial Basic Local Service and Calling Class Discount Bundle, and MoKan Communications DSL Basic and Wire Maintenance

³ Customers must subscribe to MoKan Dial Basic Local Service and Calling Class Discount Bundle, and MoKan Communications DSL Deluxe and Wire Maintenance

⁴ Customers must subscribe to MoKan Dial Basic Local Service and Calling Class Discount Bundle, and MoKan Communications Voice-Mail and Wire Maintenance

⁵ Customers must subscribe to MoKan Dial Basic Local Service and Calling Class Discount Bundle, and MoKan Communications Voice-Mail, DSL Deluxe, and Wire Maintenance

⁶ Customers must subscribe to MoKan Dial Basic Local Service and Pick 5 Discount Bundle, and MoKan Communications DSL Deluxe

⁷ Customers must subscribe to MoKan Dial Basic Local Service (2 lines) and Pick 5 Discount Bundle, and MoKan Communications DSL Deluxe

⁸ Customers must subscribe to MoKan Dial Basic Local Service and Pick 5 Discount Bundle and MoKan Communications DSL Deluxe

⁹ Customers must subscribe to MoKan Dial Basic Local Service (2 lines) and Pick 5 Discount Bundle, and MoKan Communications DSL Deluxe

¹⁰ Customers must subscribe to MoKan Dial Basic Local Service and Pick 5 Discount Bundle, and MoKan Communications Voice-Mail

¹¹ Customers must subscribe to MoKan Dial Basic Local Service and Pick 5 Discount Bundle, and MoKan Communications DSL Deluxe and Voice-Mail

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