

The CommLaw Group

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March 14, 2007

Via Overnight Courier

Dale Hardy Roberts, Chief Regulatory Law Judge/Secretary Missouri Public Service Commission Governor Office Building Records Department 200 Madison, Suite 100 Jefferson City, Missouri 65102 FILED³

Missouri Public Service Commission

Re: United American Technology, Inc.

Application for a Certificate of Service Authority

and for Competitive Classification

Dear Mr. Roberts:

On behalf of United American Technology, Inc. ("UAT"), transmitted herewith is an original plus fourteen (14) copies of its Application for a Certificate of Service Authority to Provide Interexchange Service and for Competitive Classification. Pursuant to Commission Rules, a copy of this filing has been served on the Office of Public Counsel.

An additional copy of this letter is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact Christopher A. Canter at (703) 714-1308, or via email at cac@commlawgroup.com.

Respectfully submitted,

Charles H. Helein

Missouri Bar No. 18227

Enclosures

cc: Office of Public Counsel

Governor Office Building 200 Madison, Suite 650

Jefferson City, Missouri 65102

BEFORE THE PUBLIC SERVICE COMMISSION FILED³ OF THE STATE OF MISSOURI MAR 1 5 2007

In the Metter of the Anniholder of	`	Service Commission
In the Matter of the Application of)	Oct vice Commission
United American Technology, Inc.)	
for Certificate of Service Authority to)	
Provide Switched Interexchange)	Case No
And Non-Switched Local Exchange)	
Service in the State of Missouri)	
and to Classify Said Services and the Company)	
as Competitive)	

APPLICATION FOR CERTIFICATE OF SERVICE AUTHORITY AND FOR COMPETITIVE CLASSIFICATION

COMES NOW, United American Technology, Inc. ("Applicant"), by and through its attorneys, and hereby applies pursuant to Sections 392.361, 392.420, and 392.430 RSMo 1994, 392.410 and 392.450 RSMo Supp. 1996, the federal Telecommunications Act of 1996, and 4 CSR 240-2.060, for authority to provide switched interexchange and non-switched local exchange telecommunications service, on a resold basis, in the State of Missouri, and to classify said services and company as competitive.

In support of its Application for a Certificate of Authority to provide resold interexchange and non-switched local exchange telecommunications services in the State of Missouri, as set forth more specifically herein, Applicant provides the following information:

- 1. Applicant is a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma. Applicant's Articles of Incorporation are attached hereto as **Exhibit A**. Applicant is authorized to transact business in Missouri. Applicant's Certificate of Authority to transact business in Missouri is attached hereto as **Exhibit B**.
- 2. The legal name of the Applicant, street and mailing address of the Applicant's principal place of business, and telephone number are as follows:

United American Technology, Inc.

1362 East 15th Street

Edmond, Oklahoma 73103

Telephone: (405) 715-2077

Facsimile: (405) 715-1077

Web Address: www.uatnow.com

3. All inquiries, correspondence, communications, pleadings, notices, orders, decisions relating to this application should be addressed to:

Tom Anderson

CEO

1362 East 15th Street

Edmond, Oklahoma 73103

Telephone: (405) 715-2077

Facsimile: (405) 715-1077

E-mail: tom@uatnow.com

Charles H. Helein

Regulatory Counsel

Helein & Marashlian, LLC

The CommLaw Group

8180 Greensboro Drive, Suite 775

McLean, Virginia 22102

Tel.: (703) 714-1300

Fax: (703) 714-1330

E-mail: chh@commlawgroup.com

4. Applicant proposes to provide switched interexchange and non-switched local exchange telecommunications services on a resold basis throughout the State of Missouri.

5. Applicant possesses the technical and managerial expertise and experience necessary to provide the services it proposes. A narrative description of the backgrounds of Applicant's management, as well as management resumes, which together demonstrate the extensive experience and expertise of Applicant's management team, are attached hereto as

Exhibit C.

Applicant adequate financial resources provide competitive possesses to telecommunications services to customers in Missouri. Attached is a copy of Applicant's financial statements, including projected income statement, balance sheet and cash flow statement. See Exhibit D. As evidenced by the financial statements, Applicant possesses more than adequate financial resources to provide resold competitive telecommunications services in Missouri.

- 6. Applicant seeks classification of itself as a competitive telecommunications service provider and its services as competitive telecommunications services.
- 7. Applicant will offer switched interexchange telecommunications service as a separate and distinct service in accordance with applicable law. Applicant will give consideration to equitable access for all Missourians, regardless of where they might reside or their income, to affordable telecommunications services in Applicant's proposed service areas in accordance with applicable law.
- 8. Applicant will comply with all applicable Commission rules and will meet all relevant service standards, including, but not limited to, billing, quality of service, and tariff filing and maintenance. Consistent with the Commission's treatment of other certificated competitive switched interexchange telecommunications companies, Applicant requests that the following statutes and regulations be waived for Applicant and its competitive service offerings:

Statutes	Missouri Public Service Commission Rules
392.210.2	4 CSR 240-10.020
392.240(1)	4 CSR 240-30.040
392.270	
392.280	
392.290	
392.300.2	
392.310	
392.320	
392.330	
392.340	

9. In compliance with Commission Rule 4 CSR 240-2.060(1)(K), Applicant hereby certifies that it does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date on which this Application was filed with the Commission.

10. In compliance with Commission Rule 4 CSR 240-2.060(1)(L), Applicant hereby certifies the following statement to be true: No annual report or assessment fees are overdue.

11. A copy of Applicant's proposed tariff is attached hereto as **Exhibit E**.

12. Applicant submits that the public interest will be served by Commission approval of this application because Applicant's proposed services will create and enhance competition and expand customer service options consistent with the legislative goals set forth in the federal Telecommunications Act of 1996, and Chapter 392 RSMo. Prompt approval of this application also will expand the availability of innovative, high quality, and reliable telecommunications services within the State of Missouri.

WHEREFORE, Applicant, United American Technology, Inc., respectfully requests that the Commission grant it a certificate of service authority to provide switched interexchange and non-switched local exchange telecommunications services as herein requested, classify Applicant and its proposed services as competitive, and grant a waiver of the aforesaid statutes and regulations.

Respectfully submitted,

United American Technology, Inc.

Charles H. Helein

Missouri Bar No. 18227

Helein & Marashlian, LLC

The CommLaw Group

8180 Greensboro Drive, Suite 775

McLean, Virginia 22102

Dated this Hay of March , 2007

VERIFICATION

STATE OF OKLAHOMA)	
)	ss.
COUNTY OF OKLAHOMA)	

I, Tom Anderson, being duly sworn, depose and state that I am the Chief Executive Officer and President of United American Technology, Inc., and that the contents set forth in this Application for Certificate of Authority to provide Competitive Telecommunications Services in the State of Missouri has been prepared under my direction, from the original books, papers and records of said company, that I have examined same, and declare same to be true, accurate and correct to the best of my knowledge and belief.

Tom Anderson, CEO and President United American Technology, Inc.

Subscribed and sworn to before me, this 3/ day of ______, 2007

My commission expires: 4/20, 2009.

Notary Public

(Seal)

CERTIFICATE OF SERVICE

The Undersigned hereby certifies that the foregoing Application and accompanying testimony and exhibits were served upon the following entities in accordance with the Rules of the Missouri Public Service Commission:

An original and 14 copies to:

Mr. Dale Hardy Roberts, Chief Regulatory Law Judge/Secretary Missouri Public Service Commission 200 Madison Street Jefferson City, MO 65102

One copy to:

Office of Public Counsel 200 Madison Street, Suite 650 Jefferson City, MO 65102

on this the March, 2007.

Charles H. Helein

Missouri Bar No. 18227 Helein & Marashlian, LLC

The CommLaw Group

8180 Greensboro Drive, Suite 775

McLean, Virginia 22102 Telephone: (703) 714-1300

Facsimile: (703) 714-1330

Attorney for Applicant

EXHIBIT A

APPLICANT'S ARTICLES OF INCORPORATION



Certificate of Incorporation of UNITED AMERICAN TECHNOLOGY, INC.

This Certificate of Incorporation dated October 27, 2003 has been duly executed and is filed as an agreement with the Secretary of State of the State of Oklahoma for the formation and maintenance of a corporation under the Oklahoma General Corporation Act (the "Act").

Section 1. Name. The name of the corporation ("Corporation") is: UNITED AMERICAN TECHNOLOGY, INC.

Section 2. Registered Office and Agent. The address of the registered office of the Corporation in the State of Oklahoma is: 900 NE 63, Suite 100, Oklahoma City, OK, 73105. The name of its registered agent at such address is John Bachman.

Section 3. *Purposes*. The purposes of the Corporation are:

- (a) To provide telecommunications services; and
- (b) To engage in, promote, conduct, and carry on any lawful acts or activities for which corporations may be organized under the Act.

Section 4. Authorized Capital Stock. The Corporation shall have authority to issue up to 200,000,000 shares of common stock, having a par value of \$.0001 per share (the "Common Stock"). Except as may be otherwise required by law or by this Certificate of Incorporation, each holder of Common Stock shall have one vote for each share held on all matters voted upon by the shareholders. The Corporation shall have authority to issue up to 4,500,000 shares of preferred stock, having a par value of \$.0001 per share (the "Preferred Stock"). Except as may be otherwise required by law or by this Certificate of Incorporation, each holder of Preferred Stock shall have ten to one voting rights for each share held on all matters voted upon by the shareholders.

- Section 5. *Incorporator*. The name and mailing address of the incorporator is John Bachman: 900 NE 63, Suite 100, Oklahoma City, OK, 73105.
- Section 6. *Election of Directors*. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws.

Section 7. Limitation of Director Liability. No director shall be personally liable to the Corporation or its shareholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 1053 of the Act or (iv) for any transaction from which the director derived an improper personal benefit. No

amendment to or repeal of this Section 7 shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment.

Section 8. Authority of Directors. In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the General Corporation Act of the State of Oklahoma or other statutes or laws of the State of Oklahoma, the Board of Directors is expressly authorized:

- (a) To make, amend, alter, or repeal the Bylaws;
- (b) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation;
- (c) To set apart out of any funds available for dividends, a reserve or reserves for any proper purpose and to reduce any such reserve in the manner in which it was created; and
- (d) To adopt from time to time Bylaw provisions with respect to indemnification of directors, officers, employees, agents. and other persons as it shall deem expedient and in the best interests of the Corporation and to the extent permitted by law.

Section 9. Reservation of Right To Amend. The Corporation reserves the right to amend, alter, change, or repeal any provisions of this Certificate of Incorporation, in the manner now or later prescribed by statute. All rights, powers, privileges, and discretionary authority granted or conferred upon shareholders or directors are granted subject to this reservation.

Executed as of the date first above written.

John Bachman, Director, President and Treasurer

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF INCORPORATION

WHEREAS, the Certificate of Incorporation of

UNITED AMERICAN TECHNOLOGY, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.

Filed in the city of Oklahoma City this 28th day of October, 2003.

Secretary of State



MINIMUM FEE: \$50,00

Fee is \$1.00 per \$1,000.00 on Total Authorized Capital

FILE IN DUPLICATE

PRINT CLEARLY

CERTIFICATE OF INCORPORATION

TO: OKLAHOMA SECRETARY OF STATE
2300 N. Lincoln Blvd., Room 101, State Capitol Building
Oklahoma City, Oklahoma 73105-4897
(405) \$22-4560

The undersigned, for the purpose of forming an Oklahoma profit corporation pursuant to the provisions of Title 18, Section 1001, do hereby execute the following certificate of incorporation:

1.	The name of the cor	poration is:				
		United	d. Americ	ian Ted	mology, Inc.	
NO	TE: Please refer to pro	cedure sheet for statutor				e.)
2.	The name of the reg	istered agent and the street	address of the re	egistered office	in the State of Oklahoma	ı is:
<u>J0</u>	nn Bachman	900 NE U3, S	le.100	OKC	OK.	73105
	Name	Street Address	S ARE NOT ACC	City EDTARIES	County	Zip Code
		<u>u.o. boae.</u>	SARE NOT ACC	<u>ertanie</u> j		
3.	The duration of the	corporation is:	Perpet	wal		
		•	(Perpetual u	ınless otherwise	stated)	•
4.	The purpose or purp	poses for which the corpora	ation is formed ar	re:		
	-	To pursue busin	ness in th	e telecon	nmunications	
		io pursue busin field and any	Allaen lau	Las Dar	70° +	
		ar ar ar ar	Brice Bas	sia por	America on a	
5.	The aggregate numb	per of shares which the corp	oration shall hav	e the authority	to issue, the designation	of each class,
me r	iumber of shares of each	class, and the par value of	the shares of eac	ch class are as f	ollows:	
NUN	MBER OF SHARES		SERIES		PAR VALUE PER	
			(If any)		(Or, if without par s	
	MMON 200,000				\$.0001	2 20 2
PRE	FERRED 4,600,00	00			4.0001	લંડું જ
						<u> </u>

6. If the powers mailing addresses of				filing of the cert	ificate of incorpor	ration, the names and
<u>NAME</u>	MAILING A		<u>CI</u>	<u>TY</u>	STATE	ZIP CODE
John Barn	<u>an 90</u>	ONE 68	, Ste. 100	OKC	OK	73105
7. The name as	nd mailing address	of the undersign	ned incorporato	r(s):		
<u>NAME</u>	MAILING A	DDRESS	CI	TY	STATE	ZIP CODE
John Bach	man qu	DO WE LOS	3, Ste. 100	OKC	OR	73105
Signed and dated thi					S*	

EXHIBIT B

APPLICANT'S CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MISSOURI



Robin Carnahan Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

United American Technology, Inc.

using in Missouri the name

United American Technology, Inc. F00653959

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Oklahoma.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 18th day of April, 2005.





EXHIBIT C

NARRATIVE AND RESUMES OF APPLICANT'S MANAGEMENT PERSONNEL

Applicant is a switchless resale common carrier providing intrastate long distance message toll telecommunications services to customers for their direct transmission and reception of voice, data and/or other types of communication. These long distance services are provided through local exchange and/or other connecting carriers. Applicant leases the underlying facilities necessary to provide telecommunications services from major facilities-based interexchange carriers, such as Qwest and PowerNet Global. Applicant has an experienced management team, but relies on its underlying carriers for technical support.

Applicant is a new entrant based in Oklahoma. It was founded in 2003, and has consulted and advised on services within the telecommunications industry, including the provision of interexchange toll and local exchange resale services, customer service operations, and sales and marketing of communications services.

Tom Anderson is Applicant's Chief Executive Officer and Presdient. Mr. Anderson has extensive experience in the telecommunications industry, dating back to 1993. See Attached Professional Bio. Mr. Anderson's business experience includes management and operations, customer billing and customer service, staff supervisions and scheduling, bookkeeping and liaison with local compensation boards and state utility commissions. Mr. Anderson will be responsible for ensuring that Applicant's services are of the highest quality and fully meet the technical and operations needs of its subscribers.

Professional Resume

Tom Anderson

Summary

Mr. Anderson brings to United American Technology, Inc. over 10 years of experience in the telecommunications industry. Throughout his 10 plus years in the industry, Mr. Anderson has held several top management positions. Mr. Anderson's experiences range from sales to operations to senior management. Under Mr. Anderson's leadership, United American Technology, Inc. looks forward to providing quality telecommunications services to its customers and future growth and expansion.

Employment Experience

United American Technology, Inc. - Chief Executive Officer and President, 2003 - present

As CEO and President of UAT, I am responsible for overseeing, managing and guiding the day-to-day business of the company.

PromiseVision Technology, Inc. – Director of Operations, 1999 – 2003

As Director of Operations of PromiseVision, I was responsible for coordinating technical, administrative, regulatory and business operations of the company.

AmeriVision Communications, Inc. – Vice President of Sales, 1993 – 1998

As Vice President of Sales of AmeriVision Communications, Inc., I managed several major customer accounts, including: Concerned Women for America, Christian Broadcasting Network, Christian Coalition, Trinity Broadcasting Network and Jay Sekulow Live. My duties included day-to-day supervision of customer sign ups and complaints. I was responsible for providing detailed reports of daily activities on behalf of various organizations. In addition, as Vice President of Sales, I was responsible for overseeing a staff of sales people.

Educational Background

University of Central Oklahoma Bachelor's Degree – Graduating class of 1992

EXHIBIT D

APPLICANT'S FINANCIALS

United American Technology, Inc. Balance Sheet November 30, 2006

ASSETS

Current Assets Checking - BancFirst 6003980 Operating - IBC #717235915 Cash - Spirit Bank #16160293 A/R - T. Anderson A/R - W. Thompson A/R - Robert Riddles A/R - POK (W.T. 1/6) A/R - Promise of the Kingdom A/R - NCSP Direct Billing/TeleCom Escrow Employee Adv./D. Barter	\$	1,881.73 6,464.49 183.57 1,601.61 85,644.14 323.00 13,900.00 374,631.52 25,116.06 1,459.08 400.00		
Total Current Assets				511,605.20
Property and Equipment Furniture and Fixtures Equipment Leasehold Improvements Accum. Depreciation - Furnitur Accum. Depreciation - Equipmen Accum. Depreciation - Leasehol	-	26,250.00 188,677.36 2,808.00 (14,671.03) (120,774.58) (131.64)		
Total Property and Equipment				82,158.11
Other Assets Deposits PrePaid Interest Market Share Inventory		4,870.00 23,940.00 200,000.00		
Total Other Assets			_	228,810.00
Total Assets			\$ =	822,573.31
		LIABILITIES	AND	CAPITAL
Current Liabilities Accounts Payable A/P - Discover/T. Anderson A/P - MBNA/BOA/T Anderson/UAT A/P - Wells Fargo LOC/UAT N/P - Wells Fargo Bus. Card N/P - TIS N/P - J. Bachman N/P - John Bachman#1 (6/05) N/P - W. Thompson Total Current Liabilities	\$	61,579.35 19,915.66 26,398.12 17,994.65 9,440.52 70,205.70 29,000.00 23,940.00 40,785.11		299,259.11
Long-Term Liabilities N/P - NEC Phone Equip N/P - Bancfirst 140K 8/24/04 N/P - Spirit Bank #7111330 N/P - I.B.C. BANK LOC N/P - IBC Equip. Lease N/P - Neopost	Į	20,232.49 82,092.12 157,552.37 145,092.23 15,000.00 18,753.28 Jnaudited - For Mar	iagem	
	Ç	inadijod - i or ividi	50.11	unit aipodes only

United American Technology, Inc. Balance Sheet November 30, 2006

N/P - CIT Technology Inc. N/P - De Lage Landen #2 N/P - De Lage Landen #3 N/P - De Lage Landen #4	23,324.11 7,535.83 17,437.56 14,707.21		
Total Long-Term Liabilities			501,727.20
Total Liabilities			800,986.31
Capital			
Pref. Stk 4,500,000	1.15		
Common A - 10,000,000	300.00		
Common B - 190,000,000	2,700.75		
Paid-in Capital	194,243.00		
Retained Earnings	(308,254.14)		
Dividends Paid	(63,118.65)		
Net Income	195,714.89		
Total Capital			21,587.00
Total Liabilities & Capital	\$	\$	822,573.31
		_	

United American Technology, Inc. Income Statement For the Eleven Months Ending November 30, 2006

		Year to Date	
Revenues			
Direct Bill Revenue	\$	1,068,162.18	41.33
LEC Revenue		2,383,087.51	92.20
NCSP Receipts		69,750.00	2.70
Interest Income		596.53	0.02
Marketing Income		28,917.53	1.12
BC/LEC Fees/Withheld Income		(973,285.25)	(37.66)
Misc. Income	 -	7,432.61	0.29
Total Revenues	_	2,584,661.11	100.00
Cost of Sales			
COGS - USAC Fees		17,363.76	0.67
COGS - Carrier Fees		544,358.50	21.06
COGS - Access		275,980.17	10.68
COGS - Consulting Fees		8,030.59	0.31
COGS - Postage		1,751.00	0.07
COGS - Call Center Sppls.		150.04	0.01
COGS - Printing Expense		3,392.40	0.13
COGS - Marketing Prof. Fee		39,948.92	1.55
COGS - Other Prof. Fees/Serv.		6,087.66	0.24
COGS - Security Expense		275.00	0.01
COGS - State Fees and Taxes		17,991.94	0.70
COGS - DB Tax Process		66,795.03	2.58
COGS - Access Acct. Fee		12,236.78	0.47
COGS - Rent or Lease Expense		16,366.10	0.63
COGS - Telephone Expense		18,738.16	0.72
COGS - Cntrct Set Up/Ver. Fees	_	37,920.00	1.47
Total Cost of Sales	_	1,067,386.05	41.30
Gross Profit		1,517,275.06	58.70

United American Technology, Inc. Income Statement For the Eleven Months Ending November 30, 2006

	Year to Date	
Expenses		
Advertising Expense	627.48	0.02
Auto Expenses	1,198.00	0.05
Bad Debt Expense	19,938.74	0.77
Bank Charges/Late Charges	9,665.38	0.37
Service Fees	10,418.55	0.40
Charitable Contributions Exp	166,555.18	6.44
Royalty Expense	743,314.16	28.76
Depreciation Expense	5,240.10	0.20
Equipment Lease	2,185.30	0.08
Insurance Expense	1,288.66	0.05
Interest Expense	66,471.60	2.57
Janitorial and Cleaning Exp	1,164.00	0.05
Legal and Professional Expense	17,491.05	0.68
Professional Fees/Computer	2,417.00	0.09
Access/Admin. Acctng. Fees	9,382.48	0.36
Maintenance & Repairs	1,702.74	0.07
Office Expense	1,393.56	0.05
Contract Labor /Other	18,650.62	0.72
Access/Admin.	196,484.25	7.60
Other Taxes	5,340.37	0.21
Penalties Fed & State	2,452.14	0.09
Admin Rent Expense	30,800.00	1.19
Supplies Expense	3,000.52	0.12
Telephone Expense	1,683.60	0.07
Utilities Expense	2,507.41	0.10
Other Expense	187.28	0.01
Total Expenses	1,321,560.17	51.13
Net Income \$	195,714.89	7.57

$\frac{\text{EXHIBIT E}}{\text{APPLICANT'S PROPOSED TARIFF}}$

United American Technology, Inc.

TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resold interexchange telecommunication services provided by United American Technology, Inc., with principal offices at 1362 East 15th Street, Edmond, Oklahoma 73103.

This tariff applies for services furnished 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.

NOTES:

Issued: Effective:

Tom Anderson, CEO 1362 East 15th Street Edmond, Oklahoma 73103

LIST OF WAIVED STATUTES AND REGULATIONS

Applicant is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived for purposes of offering telecommunications services as set forth herein:

STATUTES

		<u>51111-5125</u>
392.210.2		Uniform system of accounts
392.240(1)		Rates, rentals, service and physical connections
392.270		Valuation of Property (rulemaking)
392.280		Depreciation of accounts
392.290		Issuance of securities
392.300.2		Acquisition of Stock
392.310	- -	Stock and debt issuance
392.320		Stock dividend payment
392.330		Issuance of securities; debts and notes
392.340		Reorganizations
		•
	<u>N</u>	Missouri P. S. C. Rules
4 CSD 240 10 020		Depreciation fund income

4 CSR 240-10.020 -- Depreciation fund income 4 CSR 240-30.040 -- Uniform system of account

Issued: Effective:

Tom Anderson, CEO 1362 East 15th Street Edmond, Oklahoma 73103

United American Technology, Inc.

Missouri PSC Tariff No.1 Original Page No. 3

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SYMBOLS

- (C) Change in Rule or Regulation.
- (D) Delete or discontinue.
- (I) Change resulting in an increase to a customer's bill.
- (M) Moved from or to another tariff location.
- (N) New.
- (R) Change resulting in a reduction to a customer's bill.
- (T) Change in text or regulation.

SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - United American Technology, Inc., unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

MPSC - Refers to the Missouri Public Service Commission.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

2.1 Undertaking of the Company

United American Technology, Inc. offers intrastate interexchange service originating at specified points within the state of Missouri under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with this tariff and any other applicable law.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company 's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services after 10 days written notice to residential customers:

- 2.8.1 For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- **2.8.2** For violation of any of the provisions of this tariff,
- **2.8.3** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with price list regulations and the proper installation and operation of subscriber and the Company 's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore 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 has been deactivated.

2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

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2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the MPSC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

United American Technology, Inc. 1362 East 15th Street Edmond, Oklahoma 73103 (800) 394-2611

Customers who are dissatisfied with the response to their complaint may contact the Missouri Public Service Commission for resolution of the issues at the following address:

Missouri Public Service Commission Public Information Office Governor Office Building 200 Madison Street PO Box 360 Jefferson City, MO 65102-0360 (573) 751-3234 (800) 392-4211 pscinfo@psc.state.mo.us

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2.12 Other Rules

2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the MPSC and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.13 800/888/877/866 Numbers

- 2.13.1 The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.
- 2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 2.13.3 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

United American Technology, Inc. offers outbound long distance, in-bound 800 services, travel card, debit card and operator services to its customers. Rates for these services vary by product. All UAT services are available 24 hours a day, seven days a week.

UAT's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Illinois Commerce Commission and the Federal Communications Commission.

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1 For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, UAT will reasonably issue credit for the call.

3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THU R	FRI	SAT	SUN
8:00 AM TO 4:59 PM			IE RATE OR RATE PI				
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD					EVE	
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

3.3 Time of Day Rate Periods, (Cont'd.)

- 3.3.1 Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.
- 3.3.2 The time when connection is established is determined in accordance with the time standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.
- 3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

**

* = Applies to Federally recognized days only.

** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Issued:

Effective:

3.5	General

UAT Intrastate Service is offered for the provision of long distance services. All calls are billed in one (1) minute increments after an initial period, for billing purposes of one (1) minute

3.6 UAT Direct Dial Service

UAT Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

3.6.1 Rate Plan A

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

3.6.2 Rate Plan B

	DAY		EVENING		NIGHT/WKND	
	I st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

3.6 UAT Direct Dial Service, (Cont'd.)

3.6.3 Rate Plan C

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

3.6.4 Rate Plan D

	7:00AM ı	ıntil 7:00PM	7:00PM until 7:00AM		
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700	

Monthly Service Charge

\$4.95

3.6 UAT Direct Dial Service, (Cont'd.)

3.6.5 Let Freedom Ring Plan

Let Freedom Ring intrastate volume/usage plan is a residential service with a volume/usage commitment component. This service permits origination of intrastate direct dialed calls. Calls are billed in 60 second increments. UAT's "Let Freedom Ring" intrastate volume/usage plan is available to Customers who subscribe to UAT's "Let Freedom Ring" interstate plan and are offered at the decremented rates set forth below depending on the customers' minimum monthly usage/volume commitment.

Rates	
	0.049
	0.048
	0.047
	0.046
	0.045
	0.044
	0.043
	0.042
0.041	

3.7 "Under God Network" Plans

UAT offers four (4) "Under God Network" plans. Each of the following plans is the intrastate long distance corollary to UAT's four (4) interstate long distance "Under God Network" plans.

The hallmark of UAT's "Under God Network" plans are varying amounts of free long distance calling which is made available to Customers at varying fixed monthly fees. "Under God Network" Customers may elect to receive a paper invoice or paperless invoicing. Customers choosing paper invoicing will incur a monthly Bill Statement Fee which varies depending on Customer's selection of either Direct Billing (invoiced through UAT) or LEC Billing (invoiced through ILEC); Customers selecting paperless invoicing will not incur a monthly Bill Statement Fee.

The following "Under God Network" plans are available to Customers for the origination of 1+ direct dialed calls within the State.

3.7.1 "Under God Network" Plan 1

Customers selecting Plan 1 receive the initial eight (8) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 1 pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$18.95		
Initial Free Long Distance	8 hours (480 Minutes)		
Usage Rate (only applicable upon expiration of initial free period)	\$0.05		
Bill Statement Fee			
Direct Bill	\$0.95		
LEC Bill	\$3.50		

3.7 "Under God Network" Plans (Cont'd)

3.7.2 "Under God Network" Plan 2

Customers selecting Plan 2 receive the initial one (1) hour of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 2 pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$2.95		
Initial Free Long Distance	1 hour (60 Minutes)		
Usage Rate (only applicable upon expiration of initial free period)	\$0.05		
Bill Statement Fee	····		
Direct Bill	\$0.95		
LEC Bill	\$3.50		

3.6.3 "Under God Network" Plan 3

Customers selecting Plan 3 receive the initial two (2) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 3 must pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$5.75
Initial Free Long Distance	2 hours (120 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05
Bill Statement Fee	, M
Direct Bill	\$0.95
LEC Bill	\$3.50

3.7 "Under God Network" Plans (Cont'd)

3.7.4 "Under God Network" Plan 4

Customers selecting Plan 4 receive the initial four (4) hours of combined intrastate and interstate long distance without incurring per minute usage charges. Customers selecting Plan 4 must pay a fixed monthly service charge. Upon expiration of the initial free usage, all subsequent usage is billed at a low per minute usage rate.

Monthly Service Charge	\$11.75
Initial Free Long Distance	4 hours (240 Minutes)
Usage Rate (only applicable upon expiration of initial free period)	\$0.05
Bill Statement Fee	
Direct Bill	\$0.95
LEC Bill	\$3.50

3.8 UAT Calling Card Service

UAT Calling Card Service is available to Customers in the State of Illinois. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

3.8.1 Per Call Rates

ALL TIME	S OF DAY
1 st Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

3.8.2 Per Call Pay Phone Surcharge

\$.25

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3.9 Basic In-State Long Distance

UAT's Basic In-State Long Distance service offers the Company's basic residential and small business rate for presubscribed intrastate and local toll calling. Each call is billed in whole minute increments after a minimum call duration of one minute.

Rates

ALL TIMES OF DAY	
1 st Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

3.10 Super Saver In-State Long Distance

UAT's Super Saver In-State Long Distance service is the Company's lowest-cost, in-state usage charge available to residential and small business consumers for presubscribed intrastate and local toll calling. Each call is billed in whole minute increments after a minimum call duration of one minute.

Customers with a minimum of \$10.00 per month in non-tax, invoiced charges may qualify for UAT's Super Saver rates. No other commitments required.

Rates

ALL TIMES OF DAY	
1 st Minute	Ea. Addl. Minute
\$0.1900	\$0.1900

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Illinois law and Commission regulations.

4.3 Directory Assistance

Directory Assistance is available to Customers of UAT service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call InterLATA Directory Assistance

\$0.60

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

United American Technology, Inc.

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SECTION 6 - CONTRACT SERVICES

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6.1	Genera	Į

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.