REDACTED FOR PUBLIC INSPECTION

Your business is our business.

7852 Walker Drive, Suite 200
Greenbelt, Maryland 20770
phone: 301-459-7590, fax: 301-577-5575
internet: www.jsitel.com, e-mail: jsi@jsitel.com

June 27, 2016

Via Hand Delivery

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Re: WC Docket No. 14-58
2016 ETC Annual Report of Twin Lakes Telephone Cooperative Corp.
Study Area Code 290579

Dear Ms. Dortch:

On behalf of Twin Lakes Telephone Cooperative Corp. ("Company"), JSI files the attached confidential version of the FCC Form 481 ETC annual reporting information pursuant to sections 54.313 and 54.422 of the Commission's rules.[1] Company seeks confidential treatment under Protective Order for section 54.313(f)(2) financial information.[2] The redacted version is being filed this date via the FCC's Electronic Comment Filing System. In addition, attached is a letter requesting confidential treatment under Sections 0.457 and 0.459 of the Company's Five-Year Service Quality Improvement Plan Progress Report required by Section 54.313.[3]

Please direct any questions regarding the filing to the undersigned.

Sincerely,

John Kuykendall
JSI Vice President
301-459-7590
jkuykendall@jsitel.com

[1] 47 C.F.R. §§ 54.313, 54.422.
[2] *Connect America Fund et al.*, WC Docket Nos. 10-90 and 14-58, Protective Order, DA 16-296 rel. March 22, 2016 (Protective Order). 47 C.F.R. § 54.313(f)(2).
[3] 47 C.F.R. §§ 0.457, 0.459, 54.313.

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Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Re: WC Docket No. 14-58
2016 ETC Annual Report of Twin Lakes Telephone Cooperative Corp.
Study Area Code 290579
Request for Confidentiality

Dear Ms. Dortch:

John Staurulakis, Inc. ("JSI"), on behalf of its client Twin Lakes Telephone Cooperative Corp. (the "Company") hereby requests, pursuant to Sections 0.457 and 0.459 of the Commission's rules,[1] withholding from public inspection certain information contained in an attachment to the above referenced reporting requirement. The Company provides the following in support of its request, numbered consistent with the subparagraphs of Section 0.459(b).[2]

1. The information for which the Company is seeking confidential treatment is an attachment to the Company's annual reporting information pursuant to Sections 54.313 and 54.422 of the Commission's rules ("Report").[3]

2. Pursuant to Section 54.313, Rate-of-Return Eligible Telecommunications Carriers ("ETCs") must file with the Commission a Progress Report on its Five-Year Service Quality Improvement Plan ("Progress Report") which is contained in the attachment to the 2016 Report.[4]

3. The information contained in attachment for which the Company seeks the withholding from public inspection is the entirety of data pertaining to the Company's Progress Report provided at FCC Form 481 Line 112 attachment. Information of this nature is confidential commercial information routinely withheld from public inspection.

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[1] 47 C.F.R. §§ 0.457, 0.459.
[2] 47 C.F.R. § 0.459(b)(1) through (9).
[3] 47 C.F.R. §§ 54.313, 54.422.
[4] 47 C.F.R. §§ 54.313.

4. With respect to identifying the degree to which the subject attachment concerns a service that is subject to competition, the information is of a financial and competitive nature regarding the provision of telecommunications services. The Line 112 attachment contains competitively sensitive information related to proposed improvements or upgrades and maintenance the Company's network.

   In its *March 5, 2013 Order*, the FCC. The FCC specified that for rate-of-return carriers, the five-year plans "should describe the carrier's network improvement plan, which should provide greater visibility into current plans to extend broadband service to unserved locations in rate-of-return service territories."[5] The Company's Progress Report updates this information as well as provides maps and detailed information as to whether or not network improvement objectives were achieved at the wire center level. Accordingly, because the Company is a rate-of-return carrier, it must file Progress Reports which contain proprietary, competitively sensitive information related to the Company's existing network including the specific locations of customers as well as describe proposed improvements or upgrades and maintenance of its network throughout its service area. Specifically, this information sets forth services provided by the Company over its existing network including specific locations of customers as well as planned network improvement and maintenance for the years 2015 through 2019 including project start and completion dates, population that will be impacted by the improvements and upgrades at the wire center level and projected capital costs associated with the improvements and upgrades and operating costs associated with maintaining the network including depreciation for investments that have already been made. As such, this information contains competitively sensitive information related to the Company's existing network as well as detailed plans at the wire center level for network upgrades and maintenance projected for the years 2015 through 2019.

5. With respect to identifying possible exposure to competitive harm, the information contained in the Line 112 attachment is information that is not customarily released to the public. This information is proprietary to the Company, is unique to the Company's serving territory and is only known to the Company and its authorized agents. If the Information is not protected, it would have economic value to potential competitors who would be able to target their marketing to specific customers. In a competitive telecommunications marketplace, this type of information is highly sensitive. If publicly disclosed, it would enable competitors to craft business plans that capitalize on their knowledge of the locations of the Company's customers which would place the Company at a competitive disadvantage.

6. With respect to steps the Company has taken to ensure against unauthorized disclosure of the information contained in the attachment, the Company is filing

[5] *See Connect America Fund et al.*, WC Docket 10-90 *et al*., Order, DA 13-332 (rel. Mar. 5, 2013) ("*March 5, 2013 Order*") at para 9 *citing* Section 54.202(a) (1) (ii).

the attachment under seal. The Company uses the information contained in the Progress Report to ensure that its customers continue to receive state-of-the-art high quality telecommunications and broadband services that the Company has been providing to them for many years as well as to satisfy mandatory reporting requirements and does not share the information for which protection is sought. The Company protects the secrecy of this information with a security protocol that ensures the information is not inadvertently disclosed or disseminated. Only directors, managers and employees with a direct need to know are authorized to access the information.

7. Any previous versions of this information are not publicly available.

8. Because the information is not routinely available, a need exists for maintaining the confidentiality of this information permanently.

9. Not applicable.

Based on the preceding, JSI respectfully requests on behalf of the Company that the Commission grant confidential treatment under Section 0.459 to Company's Progress Report provided at FCC Form 481 Line 112 attachment.

Please contact the undersigned with any questions regarding this request.

Sincerely,

John Kuykendall
JSI Vice President
301-459-7590
jkuykendall@jsitel.com

FCC Form 481 - Carrier Annual Reporting Data Collection Form

REDACTED FOR PUBLIC INSPECTION

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name: Person USAC should contact with questions about this data	Bridget Betcher
<035>	Contact Telephone Number: Number of the person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address: Email of the person identified in data line <030>	bbetcher@twlakes.coop
	Form Type	54.313 and 54.422

(100) Service Quality Improvement Reporting
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<110>	Has your company received its ETC certification from the FCC?	(yes / no) ○ ●
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) ○ ○

If your answer to Line <111> is yes, please file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

290579tn112.pdf

Name of Attached Document

Please select the appropriate responses below (Yes, No, Not Applicable) to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

<113>	Maps detailing progress towards meeting plan targets	Yes
<114>	Report how much universal service (USF) support was received	Yes
<115>	How much (USF) was used to improve service quality and how support was used to improve service quality	Yes
<116>	How much (USF) was used to improve service coverage and how support was used to improve service coverage	Yes
<117>	How much (USF) was used to improve service capacity and how support was used to improve service capacity	Yes
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.	Not Applicable

(200) Service Outage Reporting (Voice)
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<210> For the prior calendar year, were there any reportable voice service outages? No

<220>

<a> NORS Reference Number	<b1> Outage Start Date	<b2> Outage Start Time	<b3> Outage End Date	<b4> Outage End Time	<c1> Number of Customers Affected	<c2> Total Number of Customers	<d> 911 Facilities Affected (Yes / No)	<e> Service Outage Description (Check all that apply)	<f> Did This Outage Affect Multiple Study Areas (Yes / No)	<g> Service Outage Resolution	<h> Preventative Procedures

(300) Unfulfilled Service Request
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<300> Unfulfilled service request (voice): 0

<310> Detail on attempts (voice)

Name of Attached Document

<320> Unfulfilled service request (broadband): 0

<330> Detail on attempts (broadband)

Name of Attached Document

(400) Number of Complaints per 1,000 customers
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop
<400>	Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	Offered only fixed voice
<410>	Complaints per 1000 customers for fixed voice	0.0
<420>	Complaints per 1000 customers for mobile voice	
<430>	Select from the drop-down list to indicate how you would like to report end-user customer complaints (zero or greater) for broadband service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	Offered only fixed broadband
<440>	Complaints per 1000 customers for fixed broadband	0.0
<450>	Complaints per 1000 customers for mobile broadband	

(500) Compliance With Service Quality Standards and Consumer Protection Rules Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop
<500>	Certify compliance with applicable service quality standards and consumer protection rules	Yes
<510>	Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance	290579tn510.pdf

(600) Functionality in Emergency Situations
Data Collection Form

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FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop
<600>	Certify compliance regarding ability to function in emergency situations	Yes
<610>	Descriptive document for Functionality in Emergency Situations	290579tn610.pdf

(700) Price Offerings including Voice Rate Data
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<701>	Residential Local Service Charge Effective Date	1/1/2016
<702>	Single State-wide Residential Local Service Charge	16.0

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	**Exchange (ILEC)**	**SAC (CETC)**	**Rate Type**	**Residential Local Service Rate**	**State Subscriber Line Charge**	**State Universal Service Fee**	**Mandatory Extended Area Service Charge**	**Total per line Rates and Fees**

-- See attached worksheet --

(710) Broadbrand Price Offerings
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<711>

<a1>	<a2>	<b1>	<b2>	<c>	<d1>	<d2>	<d3>	<d4>
State	**Exchange (ILEC)**	**Residential Rate**	**State Regulated Fees**	**Total Rate and Fees**	**Broadband Service - Download Speed (Mbps)**	**Broadband Service - Upload Speed (Mbps)**	**Usage Allowance (GB)**	**Usage Allowance Action Taken When Limit Reached {*select*}**
			-- See attached worksheet --					

(800) Operating Companies
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<810>	Reporting Carrier	Twin Lakes Telephone Cooperative Corporation
<811>	Holding Company	Not Applicable
<812>	Operating Company	Twin Lakes Telephone Cooperative Corporation

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**

-- See attached worksheet --

REDACTED FOR PUBLIC INSPECTION

(900) Tribal Lands Reporting
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986 /OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<900> Does the filing entity offer tribal land services? (Y/N) No

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes,No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

		Select Yes or No or Not Applicable
<921>	Needs assessment and deployment planning with a focus on Tribal community anchor institutions.	
<922>	Feasibility and sustainability planning;	
<923>	Marketing services in a culturally sensitive manner;	
<924>	Compliance with Rights of way processes	
<925>	Compliance with Land Use permitting requirements	
<926>	Compliance with Facilities Siting rules	
<927>	Compliance with Environmental Review processes	
<928>	Compliance with Cultural Preservation review processes	
<929>	Compliance with Tribal Business and Licensing requirements.	

(1000) Voice and Broadband Service Rate Comparability Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<1000>	Voice services rate comparability certification	Yes
<1010>	Attach detailed description for voice services rate comparability compliance	Name of Attached Document
<1020>	Broadband comparability certification	Yes - Pricing is no more than the most recent applicable benchmark announced by the Wireline Competition Bureau
<1030>	Attach detailed description for broadband comparability compliance	Name of Attached Document

(1100) No Terrestrial Backhaul Reporting Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<1100>	Certify whether terrestrial backhaul options exist (Y/N)	Yes
<1130>	Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).	

(1200) Terms and Condition for Lifeline Customers
Lifeline
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

290579tn1210.pdf

Name of Attached Document

<1220> Link to Public Website

HTTP

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ✔

<1222> Details on the number of minutes provided as part of the plan, ✔

<1223> Additional charges for toll calls, and rates for each such plan. ✔

(2000) Price Cap Carrier Additional Documentation
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting

<2010> 2nd Year Certification 47 CFR § 54.313(b)(1)(i) - Note that for the July 1 2016 certification, this applies to Round 2 recipients of Incremental Support

<2011> 3rd Year Certification 47 CFR § 54.313(b)(1)(ii) - Note that for the July 1 2016 certification, this applies to Round 1 recipients of Incremental Support

<2022> Recipient certifies, representing year two after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only.

<2023> The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year two - 54.313(b)(2)(ii). Round 2 recipients only.

<2024A> Round 2 Recipient of Incremental Support?

<2024B> Attach list of census blocks indicating where funding was spent in year two - 54.313(b)(2)(ii). Round 2 recipients only.

Name of Attached Document Listing Required Information

<2025A> Round 1 or Round 2 Recipient of Incremental Support?

<2025B> Attach geocoded Information for Phase I milestone reports (Round 1 for year three and Round 2 for year two) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-

Name of Attached Document Listing Required Information

<2015> 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)

(2000) Price Cap Carrier Additional Documentation (Continued)
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016> Certification support used to build broadband

Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017A> Connect America Fund Phase II recipient?

<2017B> Attach information for Phase II - 54.313(e)(1) - list of geocoded locations already meeting the 54.309 public interest obligations at the end of calendar year 2015 and total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2015.

Name of Attached Document Listing Required Information

<2018> Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(2)(ii)

Name of Attached Document Listing Required Information

<2019> Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(2)(v)

<2020> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 40% of its supported locations in the state on December 31, 2017 - 54.313(e)(3)

<2021> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 60% of its supported locations in the state on December 31, 2018 - 54.313(e)(4)

<2026> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 80% of its supported locations in the state on December 31, 2019 - 54.313(e)(5)

<2027> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 100% of its supported locations in the state on December 31, 2020 - 54.313(e)(6)

REDACTED FOR PUBLIC INSPECTION

(3005) Rate Of Return Carrier Additional Documentation
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

Complete the items below to note compliance with five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

Progress Report on 5 Year Plan

(3009) Carrier certifies to 54.313(f)(1)(iii)

(3010A) Milestone Certification {47 CFR § 54.313(f)(1)(i)} — Yes - Attach Certification

(3010B) Please Provide Attachment — Name of Attached Document Listing Required Information: 290579tn3010.pdf

(3012A) Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)} — No - No New Community Anchors

(3012B) Please Provide Attachment — Name of Attached Document Listing Required Information

(3013) Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)} (Yes/No) — ◉ ○

(3014) If yes, does your company file the RUS annual report (Yes/No) — ◉ ○

Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers) — ✔

(3016) Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows — ✔

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation — Name of Attached Document Listing Required Information: 290579tn3017.pdf

(3018) If the response is no on line 3014, is your company audited? (Yes/No) — ○ ○

If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3021) Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit.

If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3023) Underlying information subjected to a review by an independent certified public accountant

(3024) Underlying information subjected to an officer certification.

(3025) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3026) Attach the worksheet listing required information — Name of Attached Document Listing Required Information

REDACTED FOR PUBLIC INSPECTION

(3005) Rate Of Return Carrier Additional Documentation (Continued)

Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

Financial Data Summary

(3027) Revenue	[redacted]
(3028) Operating Expenses	[redacted]
(3029) Net Income	[redacted]
(3030) Telephone Plant In Service(TPIS)	[redacted]
(3031) Total Assets	[redacted]
(3032) Total Debt	[redacted]
(3033) Total Equity	[redacted]
(3034) Dividends	[redacted]

Name of Attached Document Listing Required Information

(4005) Rural Broadband Experiment Additional Documentation Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

4005 Rural Broadband Experiment

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)
Please address Line 4001 regarding compliance with the Commission's public interest obligations. All RBE participants must provide a response to Line 4001.

4001. Recipient certifies that it is offering broadband to the identified locations meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas?

Community Anchor Institutions – FCC 14-98 (paragraph 79)

4003a. RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

4003b. Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year. Name of Attached Document Listing Required Information _____

Broadband Deployment Locations – FCC 14-98 (paragraph 80)

4004a. Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481. Name of Attached Document Listing Required Information _____

4004b. Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area. Name of Attached Document Listing Required Information _____

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier: TWIN LAKES TEL COOP

Signature of Authorized Officer: CERTIFIED ONLINE Date 06/24/2016

Printed name of Authorized Officer: Jonathan West

Title or position of Authorized Officer: CEO

Telephone number of Authorized Officer: 9312682151 ext.217

Study Area Code of Reporting Carrier: 290579 Filing Due Date for this form: 07/01/2016

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I certify that (Name of Agent)_____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.

Name of Authorized Agent:

Name of Reporting Carrier:

Signature of Authorized Officer: Date:

Printed name of Authorized Officer:

Title or position of Authorized Officer:

Telephone number of Authorized Officer:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.

Name of Reporting Carrier:

Name of Authorized Agent Firm:

Signature of Authorized Agent or Employee of Agent: Date:

Name of Authorized Agent Employee:

Title or position of Authorized Agent or Employee of Agent

Telephone number of Authorized Agent or Employee of Agent:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Attachments

REDACTED – FOR PUBLIC INSPECTION

ATTACHMENT - LINE 112

Five-Year Network Improvement Plan and Progress Report

ATTACHMENT REDACTED IN ENTIRETY

Twin Lakes Telephone Cooperative Corporation's demonstration of complying with applicable service quality standards and consumer protection rules for voice and broadband services:

In establishing this certification in its *2005 ETC Order*,[1] the FCC found that an ETC must make "a specific commitment to objective measures to protect consumers."[2] The FCC found that for wireless ETCs, compliance with CTIA's Consumer Code for Wireless Service would satisfy this requirement" and that the sufficiency of other commitments would be considered on a case-by-case basis.[3] In this context, the FCC stated, "to the extent a wireline or wireless ETC applicant is subject to consumer protection obligations under state law, compliance with such laws may meet our requirement."[4]

As a Cooperative, and in accordance with Tennessee Code Annotated, Title 65 Public Utilities and Carriers, Chapter 29 Telephone Cooperatives, **Twin Lakes Telephone Cooperative Corporation** ("Cooperative") is not governed by the Rules of the Tennessee Regulatory Authority for service quality standards and consumer protection rules. However, the Cooperative in the interest of protecting its own customers has incorporated consumer protection procedures comparable to those required of ILEC's in the State of Tennessee, allowing the Cooperative to meet or exceed existing TRA rules. These procedures include, but are not limited to, the following: (1) publishing the rates, terms, and conditions of service; (2) implementation of anti-slamming and

[1] *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. Mar. 17, 2005) ("*2005 ETC Order*").
[2] *Id.* at para. 28.
[3] *Id.* The FCC noted that under the CTIA Consumer Code, wireless carriers agree to: "(1) disclose rates and terms of service to customers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; and (10) abide by policies for protection of consumer privacy." *Id.* at n. 71.
[4] *Id.* at n. 72.

consumer protection procedures; (3) modeling bill presentation to reflect the truth-in-billing requirements; and (4) CPNI, Red Flag Rules, and other applicable federal requirements governing the protection of customers' privacy.

The Cooperative is subject to consumer protection obligations for broadband services under federal law. These obligations include, but are not limited to, the following: public disclosure of accurate information regarding network management practices, performance, and commercial terms of broadband internet access services; as a means of providing sufficient information for consumers to make informed choices regarding use of such services, and for content, application, service and device providers to develop, market, and maintain internet offerings as specified in F.C.C. 47 C.F.R. Part 8 §8.3.

Twin Lakes Telephone Cooperative Corporation's demonstration of ability to function in emergency situations for voice and broadband services:

Twin Lakes Telephone Cooperative Corporation ("Cooperative") hereby certifies that it is able to function in emergency situations as set forth in Code of Federal Regulations, Title 47, Part 54, Subpart C, §54.202(a)(2).[1] The Cooperative's network is designed to remain functional in emergency situations without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations as required by Section 54.202(a)(2). The Cooperative can change call routing translations as needed to reroute traffic around damaged facilities. Changing call routing translations will also allow the Cooperative to manage traffic spikes throughout its network, as emergency situations require.

As a Cooperative, and in accordance with Tennessee Code Annotated, Title 65 Public Utilities and Carriers, Chapter 29 Telephone Cooperatives, the Cooperative is not governed by the Rules of Tennessee Regulatory Authority, Chapter 1220-4-2, 1220-4-2-.23 Emergency Operation. However, the Cooperative is in compliance with all Federal emergency situations rules, since the Cooperative's central offices have adequate provision for emergency power. In addition, these backup power provisions also enable the Cooperative to meet or exceed existing TRA rules for emergency operations. Specifically, each central office building is supplied with standby generators and battery back-up that enable the central office to keep running until power is restored so long as fuel is available, or until system changes are made to reroute traffic. The Cooperative has battery backup at all office locations and in its electronic equipment sites. Length of run time

[1] Section 54.202(a)(2) requires ETCs that are designated by the Commission to "demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."

is determined by the equipment serving the area and the number of customers working out of the equipment. The Cooperative's standby generators and battery back-up support both voice and broadband network equipment should an emergency situation occur.

REDACTED FOR PUBLIC INSPECTION

(700) Price Offerings including Voice Rate Data
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<701>	Residential Local Service Charge Effective Date	1/1/2016
<702>	Single State-wide Residential Local Service Charge	16.0

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	**Exchange (ILEC)**	**SAC (CETC)**	**Rate Type**	**Residential Local Service Rate**	**State Subscriber Line Charge**	**State Universal Service Fee**	**Mandatory Extended Area Service Charge**	**Total per line Rates and Fees**
TN	all exchanges		FR	16.0	0.0	0.0	0.0	16.0

(710) Broadband Price Offerings
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<711>

<a1> State	<a2> Exchange (ILEC)	<b1> Residential Rate	<b2> State Regulated Fees	<c> Total Rates and Fees	<d1> Broadband Service - Download Speed (Mbps)	<d2> Broadband Service -Upload Speed (Mbps)	<d3> Usage Allowance (GB)	<d4> Usage Allowance Action Taken When Limit Reached {select}
TN	All	39.99	0.0	39.99	4.0	1.0	999999	Other, no limit on usage allowance
TN	All	49.99	0.0	49.99	12.0	1.0	999999	Other, no limit on usage allowance
TN	All	59.99	0.0	59.99	16.0	1.0	999999	Other, no limit on usage allowance
TN	All	79.99	0.0	79.99	25.0	2.0	999999	Other, no limit on usage allowance
TN	All	99.99	0.0	99.99	50.0	3.0	999999	Other, no limit on usage allowance

REDACTED FOR PUBLIC INSPECTION

(800) Operating Companies
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	290579
<015>	Study Area Name	TWIN LAKES TEL COOP
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Bridget Betcher
<035>	Contact Telephone Number - Number of person identified in data line <030>	9312682151 ext.219
<039>	Contact Email Address - Email Address of person identified in data line <030>	bbetcher@twlakes.coop

<810>	Reporting Carrier	Twin Lakes Telephone Cooperative Corporation
<811>	Holding Company	Not Applicable
<812>	Operating Company	Twin Lakes Telephone Cooperative Corporation

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
Twin Lakes Communications, Inc.		
OnWav, Inc.		

NOTICE

From Twin Lakes Telephone Cooperative

The Tennessee Regulatory Authority of Tennessee designated Twin Lakes Telephone Cooperative the "Eligible Telecommunications Carrier" for its service area for universal service purposes. The goal of universal service is to provide all citizens access to essential telecommunications services.

Twin Lakes Telephone Cooperative provides basic single party residence (with unlimited local usage) and basic business service for rates which range from $16.00 for residential customers and $25.50-$35.00 for business customers. This includes access to:

- Voice grade access to the public switch
- Emergency services
- Toll limitation service for qualifying low-income customers

In addition, Twin Lakes provides one copy of its annual local directory without charge.

Touch tone service is available at no additional charge per month.

Twin Lakes would be pleased to provide you with specific rates for your area upon request.

Twin Lakes offers qualified customers Lifeline Service. Lifeline is a non-transferable, federal benefit that makes monthly telephone service more affordable on one wireless or one home telephone, but not both. If you are a low-income customer you may qualify for Twin Lakes' Lifeline Program. This means you may receive a monthly discount for your voice telephone charges.

If you have any questions, please call Twin Lakes at 1-800-644-8582.

TWIN LAKES

Lifeline Assistance Programs

The Tennessee Regulatory Authority (TRA) designated Twin Lakes Telephone Cooperative Corporation as the "Eligible Telecommunications Carrier" within its service area for universal service purposes. The goal of universal service is to provide all Tennessee citizens access to essential telecommunications services.

Lifeline assistance is a program for low income households and qualified residential recipients, if you participate in any of these programs:

- Food Stamps
- Medicaid
- Temporary Assistance for Needy Families
- Supplementary Security Income
- Free School Lunches
- Low Income Home Energy Assistance Program (LIHEAP)
- Section 8 Federal Housing

You may qualify for Lifeline Service if you meet low income eligibility requirements. Lifeline Service includes a monthly discount for basic phone charges. For more information regarding these programs, call your local business office.

Terms and Conditions

TWIN LAKES TELEPHONE COOPERATIVE CORPORATION SERVICE TERMS AND CONDITIONS OF SERVICE

1. **GENERAL TERMS**

When you, the Customer, purchase any of the Twin Lakes services (individually referred to as “Service**”** or collectively as “Services”), you agree to these Terms and Conditions of Service located at Twin Lakes’ website: www.twlakes.coop, and incorporated herein by reference. Other restrictions, terms and conditions for the individual Services may also apply.

Twin Lakes offers each of the following Services subject to these Terms and Conditions of Service:

Telephone
Internet
Video
Bundled Services (packages include Telephone, Internet & Video)

The Services are available to residential and small/home business Customers in select areas. For purposes of these Terms and Conditions of Service, small/home business is defined as single line.

* Terms and Conditions of Service are also available in paper form upon written request to: Twin Lakes Telephone Cooperative – Debbie Dixon, Customer Service Manager, POB 67, Gainesboro, TN 38562.

a. **Service Contracts/Entire Agreement**

Your signed and executed Service Contract for the Services, these Terms and Conditions of Service, any additional Terms, Policies, or Tariffs for the individual Services and the rates for the Services as provided to you upon request, constitute the entire agreement between you as the Customer, and Twin Lakes Telephone Cooperative and its affiliates ("Agreement") for the purchase of the Services from Twin Lakes Telephone Cooperative.

This Agreement is binding upon you, the Customer, and governs your use of Twin Lakes' services, superseding any prior agreements between you and Twin Lakes and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Twin Lakes unless and until posted.

b. **Other Terms and Policies Incorporated Herein By Reference**

These Terms and Conditions of Service include, and incorporate herein by reference, all additional Terms, Policies and Tariffs for each of the individual services offered by Twin Lakes.

c. **Fees and Charges**

You agree to pay all charges and fees associated with the use of the Services offered by Twin Lakes, which charges may include, without limitation, monthly service fees, charges for the use of Twin Lakes' equipment, installation charges, charges for service calls and other charges. Twin Lakes shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment and other fees shall be payable monthly in advance. Installation and other charges will be billed according to our then current billing policies. Your Twin Lakes invoice may also contain charges for other services provided by us or our subsidiaries or affiliates. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. Our acceptance of any partial payment by you does not mean that we waive our rights to collect the full balance owed to us.

d. **Taxes**

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service. If you are exempt from payment of such taxes, you shall provide Twin Lakes with an original certificate that satisfies the applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Twin Lakes receives such certificate.

e. **Termination/Discontinuance of Service**

Twin Lakes reserves the right to suspend or discontinue providing its Services generally, or to terminate your Service, at any time in its sole discretion. If Twin Lakes discontinues providing its Services generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of your Agreement, including these Terms and Conditions, or because of any improper use of the Service (such as, but not limited to, your attempts to disrupt or misuse the Service or your acts or omissions that violate any acceptable use policy of Twin Lakes or of a third party provider to which Twin Lakes is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, disconnect fees, and equipment charges as set forth herein these Terms and Conditions, all of which immediately become due and payable. Other fees may also apply.

f. **Disconnect Fees**

In addition, labor charges and/or service order charges may be incurred if any on-premises or central office work is performed to restore any of the services offered by Twin Lakes where such services are disconnected for non-payment, as defined below:

A. The Customer will incur labor and/or service charges if Twin Lakes performs on-premise or central office work to restore any of the services offered by Twin Lakes due to Customer moving or changing their location.

B. The Customer will incur labor and/or service charges if Twin Lakes performs on-premise or central office work to restore any of the Services due to disconnection as a result of non-payment.

C. The Customer will incur labor and/or services charges if a Twin Lakes technician is required to come out on a trouble call and the Customer does not have the inside wire maintenance plan and if the trouble is not found in Twin Lakes equipment.

Applicable fees apply based on the services.

2. **SERVICE SPECIFIC TERMS**

a. **Video Plans**

Twin Lakes Video Service plans are subject to these Terms and Conditions of Service. Customers receiving video services must enter a two (2) year service commitment.

b. **Telephone Service Plans**

Twin Lakes Telephone Service plans are subject to the applicable tariff in conjunction with these Terms and Conditions of Service. Notwithstanding the foregoing, nothing herein these Terms and Conditions of Services are intended to be in conflict with or to supersede applicable tariff terms and conditions.

c. **Internet Plans**

Twin Lakes Internet Service plans are subject to these Terms and Conditions of Service. Customer may sign up for Twin Lakes' Worry Free Plan, which includes modem maintenance, and will have a mandatory one (1) year service commitment. The modem fee is waived under the Worry Free Plan.

3. **BUNDLED SERVICES**

-

If you purchase a Twin Lakes Service Bundle, you must select Twin Lakes as your provider for each of the individual services offered in the bundle. Purchase of a Service Bundle requires you to commit to a twenty-four (24)-month term for the services.

Services in the Bundled Service Packages include domestic, direct-dialed calls only.If any individual service in the Service Bundle is dropped, savings no longer apply. Customers with a credit limit, non-basic block or toll block on their existing services are not eligible to purchase a Twin Lakes Service Bundle. All other Twin Lakes accounts must be current at enrollment for a Service and the Customer must maintain a good payment history to keep the Service Bundle. You will incur penalty charges in the event of disconnection for non-payment. Services require the Customer to have the same billing name and address for all of the services offered within each Service Bundle.

1. **Service Bundle Terms/Early Termination for Term Commitment Services**

Twin Lakes offers Bundled Services on a term commitment basis for a term specified in your individual Service Contract ("Term Commitment"). Bundled Services are offered on a twenty-four (24) month basis.

1. **Twenty (24) Month Service Bundle Term**

Customers purchasing the twenty-four month Term Commitment will be billed in advance on their first month's bill along with an applicable activation fees.

1. **Early Termination of the Service Bundle Term**

In the event that you terminate your Service Bundle prior to expiration of the term, you may be subject to an early termination fee. In addition to any applicable Early Termination Fees, you will be required to pay applicable equipment charges. Other charges may also apply. Customers may migrate between Services without early termination penalties or additional charges; however, your Term Commitment will be renewed.

Once your Term Commitment has expired, Twin Lakes may give you the option to enter into a new agreement for a new Term Commitment subject to the terms and conditions of the Term Commitment and Services in effect at that

time. Term Commitment subscribers who move to a new location may sign up for a new Term Commitment at the new location of the Service Bundle, where available. Your existing Term Commitment cannot be carried over to a new service location.

If you terminate a Service prior to the end of a calendar month, you will be responsible for the prorates, as well as any other applicable fees, including without limitation unbilled charges, disconnect fees, equipment charges and Early Termination Fees, all of which immediately become due and payable. Expiration of the term or termination of the service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Failure to pay the full bundle price in any calendar month is grounds for automatic termination of the bundle, and applicable Early Termination Fees, equipment charges, and other fees and penalties may apply.

4. **CUSTOMER RESPONSIBILITIES AND LIMITATIONS ON LIABILITY**

a. **Prohibited Uses**

You agree to use the Services only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Twin Lakes' sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

Twin Lakes reserves the right to terminate your Service immediately and without advance notice if Twin Lakes, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You are liable for any and all use of the Service by yourself and by any person making use of the Service provided to you, and agree to indemnify and hold harmless Twin Lakes against any and all liability for any such use. If Twin Lakes, in its sole discretion believes that you have violated the above restrictions, Twin Lakes may forward the objectionable material, as well as your communications with Twin Lakes and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

b. **Limitation of Liability**

Twin Lakes shall not be liable for any delay or failure to provide the Service, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:
1.) act or omission of an underlying carrier, service provider, vendor or other third party;
2.) equipment, network or facility failure;
3.) equipment, network or facility upgrade or modification;
4.) force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5.) equipment, network or facility shortage;
6.) equipment or facility relocation;
7.) Service, equipment, network or facility failure caused by the loss of power to Customer;
8) outage of Customer's ISP or broadband service provider;

9) act or omission of Customer or any person using the Twin Lakes' Service(s) provided to Customer; or
10) any other cause that is beyond Twin Lakes' control, including without limitation a failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or degradation of voice quality.

Twin Lakes' aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Twin Lakes' performance or nonperformance hereunder or (iii) any Twin Lakes' act or omission in connection with the subject matter hereof shall in no event exceed service charges with respect to the affected time period.

c. **Disclaimer of Damages**

IN NO EVENT SHALL TWIN LAKES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT TWIN LAKES WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

d. **Indemnification**

Customer agrees to defend, indemnify, and hold harmless Twin Lakes, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service(s), from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, or the Services being provided by Twin Lakes. This paragraph shall survive termination of this Agreement.

e. **No Warranties on Service**

TWIN LAKES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF ANY OF THE SERVICES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT ANY OF THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, TWIN LAKES DOES NOT WARRANT THAT ANY OF TWIN LAKES' SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER TWIN LAKES NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR ANY TWIN LAKES SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TWIN LAKES' OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT,

FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF TWIN LAKES' OR ITS SERVICE PROVIDER'S OR VENDOR'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY TWIN LAKES OR TWIN LAKES' AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

f. **No Third Party Beneficiaries**

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

g. **Content**

You are liable for any and all liability that may arise out of the content transmitted by or to you or other Users of the Services. You shall assure that you or other Users of the Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Twin Lakes reserves the right to terminate or suspend affected Services, and/or remove your content, or the content of other Users of the Services, from the Services, if Twin Lakes determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Twin Lakes' ability to provide Services to you or others or receives notice from anyone that your use or content, or the use or content by other Users of the Services, may violate any laws or regulations. Twin Lakes' actions or inaction under this paragraph shall not constitute review or approval of your content, or the content of other Users of the Services. You will indemnify and hold Twin Lakes harmless against any and all liability arising from the content transmitted by or to you or to other Users of the Services. For purposes of this paragraph, the term "User" means any person, whether authorized or unauthorized, using the service provided to you.

h. **Governing Law / Resolution of Disputes - Mandatory Arbitration**

Any dispute or claim between you, the Customer, and Twin Lakes arising out of or relating to the service provided in connection with these General Terms and Conditions shall be resolved by arbitration ("Mandatory Arbitration"), unless otherwise specified in Customer's individual Service Contract. To the extent that there is a conflict regarding this Mandatory Arbitration provision, the Customer's individual Service Contract supersedes the Terms and Policies of the individual Services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

i. **Governing Law / Resolution of Disputes - Governing Law**

The Agreement and the relationship between you and Twin Lakes shall be governed by the laws of the State of Tennessee without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Mandatory Arbitration provision herein, you and Twin Lakes agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Tennessee and waive any objection as to venue or inconvenient forum. The failure of Twin Lakes to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

j. **Severability**

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

k. **Privacy**

Twin Lakes utilizes, in whole or in part, the public Internet and third party networks to transmit communications. Twin Lakes is not liable for any lack of privacy which may be experienced with regard to the service. Please refer to our Privacy Policy applicable to you at www.twlakes.coop for additional information.

ABC Telephone Company (SAC 123456)

Response to Line 3010 – Milestone Certification (47 CFR §54.313(f)(1)(i))

Twin Lakes Telephone Cooperative Corporation hereby certifies that throughout 2015, it took reasonable steps to provide upon reasonable request broadband service at actual speeds of at least 10 Mbps downstream/1 Mbps upstream, with latency suitable for real-time applications, including Voice over Internet Protocol, and usage capacity that is reasonably comparable to comparable offerings in urban areas and that requests for such service are met within a reasonable amount of time. If a request for broadband service at actual speeds of at least 10 Mbps downstream/1 Mbps upstream is unreasonable, and offering broadband service at actual speeds of at least 4 Mbps downstream/1 Mbps upstream is reasonable, the Company offers broadband service at actual speeds of at least 4 Mbps downstream/1 Mbps upstream.

Twin Lakes Telephone Cooperative Corporation (SAC 290579)

Response to Line 3012 - List of Community Anchor Institutions to Which the ETC Newly Began Providing Service

The FCC's *USF/ICC Transformation Order* requires a listing of community anchor institutions to which the ETC newly began providing broadband service. Twin Lakes did not newly begin providing community anchor institutions with access to broadband service in calendar year 2015.

REDACTED – FOR PUBLIC INSPECTION

ATTACHMENT - LINE 3017

ATTACHMENT REDACTED IN ENTIRETY