

EXHIBIT 2 to EXHIBIT D

Form Acknowledgment of Services Agreement Addendum

Effective _____, 2005, the undersigned, _____, occupant (referred to herein as the "Customer") of a residential dwelling unit (the "Property") in the Sienna Hills master-planned community ("Community") hereby acknowledges and agrees to the following

In consideration of the promises and the covenants and agreements contained herein, and intending to be legally bound hereby, Customer hereby agrees and acknowledges as follows:

1. The undersigned Customer is subject to and bound by the Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for the Sienna Hills Project that was recorded on _____ in Book ___ at Page ___ of the real estate records of Washington County, Utah (the "CC&R's"). The undersigned Customer has received a copy of the CC&R's, and has reviewed and is familiar with the same.

2. The CC&R's create the Sienna Hills Homeowners Association (the "Association"). Acting pursuant to the CC&R's, the Association has executed an agreement (the "Association Agreement") with Broadweave Networks of St. George LLC (hereafter, collectively, "Service Provider"). The Association Agreement provides that Service Provider shall provide to Customers at the development (including the Property) commonly known as Sienna Hills located in Washington County, Utah (the "Development") a basic suite of telephone, video, and internet services ("Multimedia Services"). Further, Customer acknowledges that such IP Transport and Multimedia Services are provided within the Development and that a combination of these services has been negotiated as a part of the mandatory Association dues.

3. Customer acknowledges that Association has contracted for the provision of Basic Services (mandatory Association dues are charged to Customer for such services) and Additional Services (optional to Customer), as those terms are defined in the Association Agreement, with Service Provider. Service Provider is a provider of such services and/or may subcontract or otherwise arrange for delivery of the Basic Services and the Additional Services (collectively, the "Services") to the Customer.

4. Applicable charges for the Services will be billed to Customer by Service Provider. If Customer fails to pay Service Provider the amounts owed at any time, such amount shall be payable to the Association as part of the Customer's monthly assessment in accordance with the CC&R's from time to time (the "Association Assessment"). As soon as the Services are available to Customer, and commencing immediately upon the date of closing, Customer agrees to be responsible for all amounts owed Service Provider regardless of whether Customer actually uses or subscribes to the Basic Services or Additional Services, and if Customer fails to pay such amounts and/or to pay the Customer's Association Assessment, Customer understands that Association Assessments will be made which may result in a lien being placed on the Customer's property. Customer acknowledges that Customer received prior notice of the Association Assessment.

5. The service terms for Basic Services and Additional Services and payment terms for the same are found in Service Provider's Activation form, as amended from time to time, and the Service Provider Terms and Conditions, Privacy Policy, and Acceptable Use Policy (the "T&C's"), which are incorporated herein by reference. In addition, (i) service terms for all Basic Services related to video and Internet services and (ii) service and payment terms for Additional Services related to multimedia services are found in Service Provider's terms and conditions, as may be amended from time to time, which are incorporated herein by reference.

6. Customer acknowledges that late charges, service charges, reactivation/reconnection fees may be imposed by Service Provider pursuant to the Association Agreement on disconnected or delinquent accounts for Services. Failure to pay in a timely manner may adversely affect Customer's credit history. Customer agrees that in the event Customer's account is placed in the hands of any agency for collection or legal action, Customer shall pay additional charges equal to all actual costs of collection.

7. Customer also understands and is aware that Customer must maintain Customer's home wiring in compliance with the home wiring specification signed by the Builder of Customer's home. A copy of the Home Wiring Specification will be furnished upon request. Customer will notify Broadweave if Customer discovers that Customer's home wiring is not in compliance with the Home Wiring Specification.

8. Customer acknowledges that Customer has the option, in Customer's sole discretion, to obtain any services, including Basic Services and Additional Services, from any and all providers serving or willing to serve the Customer other than Service Provider ("**Alternative Providers**"). In such event, Customer will not be relieved of Customer's obligation to pay for Basic Services as part of the Association Assessment pursuant to the Association Agreement. Customer acknowledges that Customer received prior notice of the terms of this Section 8.

9. Service Provider, the Association, developer, and their respective affiliates, successors, and assigns (individually and collectively) (collectively, the "**Related Parties**") shall not be liable for damages to Customer's premises resulting from Service Provider's entry upon and over the Property for maintenance purposes unless the damage is caused by Service Provider's gross negligence or willful misconduct.

10. Customer agrees that, notwithstanding anything contained in this Agreement to the contrary, the Association, developer, and their respective affiliates, successors and assigns, shall not be liable for any loss, liability, or damage ("**Loss**") resulting from or relating to Service Provider's provision of Services pursuant to the terms of this Agreement. Customer agrees that no Related Party shall be liable in any way or for any reason for any delay in providing Services to Customer after Customer's occupancy of the Property or acquisition of the Property. Customer agrees that the Related Parties shall not be liable for loss, liability, or damage resulting from any failure or interruption of service, directly or indirectly caused by, or proximately resulting from, any circumstances beyond their control, including, but not limited to, delays in providing Services to Customer, failure of the television signal at the transmitter for any cause whatsoever; denial of use of facilities of the other telephone companies or power company; strike; labor dispute; fire; flood; riot; invasion; war; act of terrorism; aircraft explosion; earthquake; wind; tornado; severe unusual weather; an act of God; failure of performance of a common carrier; failure of performance by a public utility; government action or inaction; vandalism; failure of performance by an entity providing prerequisite services related to the provision of Services; malicious mischief; failure or reduction of power; any mechanical or channel dislocation; or any court order, law or ordinance, civil or military, restricting or prohibiting the use or operation of the system by Service Provider. Customer agrees that the Related Parties are not responsible for the operation, maintenance, service or repair of Customer's television, telephones, or computers. Customer agrees that Service Provider shall have no liability to Customer for Service Provider's failure to perform Service Provider's obligations hereunder for any equipment failure(s) not due to the action or inaction of Service Provider so long as Service Provider acts reasonably to timely restore service. Any and all damages shall be limited to the amount of the contract for services.

11. Notwithstanding anything contained in this Agreement to the contrary, except for indemnity obligations expressly set forth in this Agreement, the liability of the Related Parties to the Customer for any Loss relating to or arising out of the performance of the Related Parties under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, shall not exceed in total the amount that the Related Parties charged or would have charged to the Customer for the related performance.

12. The Related Parties shall not be liable to the Customer for any consequential damages suffered by the Customer, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including, without limitation, alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Customer knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit the indemnification obligations of the Related Parties expressly set forth herein.

13. Customer agrees to indemnify and hold the Related Parties harmless from and against any and all claims, losses, costs, or expenses arising from Customer's use of Services. Customer agree to indemnify and hold the Related Parties harmless from any and all claims of any party renting from Customer or using Customer's premises arising out of the performance of this Agreement.

14. This Agreement and the Services furnished hereunder, are not assignable nor can they be sublet, without the prior written consent of Service Provider.

15. Notwithstanding anything to the contrary contained herein, Service Provider reserve the right to modify the Customer Agreements and/or the T&C's by providing advance notice to the Customer, including, at a minimum, such notice as required in accordance with applicable law; provided, however, that such notice may direct the Customer to a website to view the actual modifications to the Customer Agreements and/or the T&C's. In addition to notice, modifications to the terms and conditions and to the Customer Agreements may be posted on a website the address for which will be provided by Service Provider.

16. The Related Parties shall not be liable for Service Provider's substitution of video programming.

17. With regard to Additional Services, this Agreement may be terminated (subject to applicable law) by Service Provider, without the Related Parties incurring any liability, and the equipment provided may be removed during normal business hours without prior notice if Association or Customer:

- a) materially breach the covenants contained in this Agreement, or
- b) fail to pay the monthly billing charges when due after reasonable notice of termination is given by Service Provider or the Association.

18. With regard to Basic Services, this Agreement may be terminated by Service Provider, without the Related Parties incurring any liability, or Service Provider receive from the Association, pursuant to the Association Agreement, a notice that the Customer has failed to pay their Association dues.

19. Upon disconnection or termination of Basic Services for any reason, Customer shall be responsible for a charge of three hundred and fifty dollars (\$350.00).

20. This Agreement may be amended only by a written amendment executed by the Parties. All references to other agreements are incorporated herein by reference as if set forth in full. Any addenda attached to this Agreement are incorporated herein by reference.

21. No failure or delay by any Party in exercising any right or remedy under this Agreement and no course of dealing between the Parties shall operate as a waiver of any right, except as otherwise provided herein. No single or partial exercise of any right or remedy by any Party shall preclude any other or further exercise of such right or remedy, except as otherwise provided herein.

22. If any portion of this Agreement is declared invalid or unenforceable by a court or governmental authority of competent jurisdiction, this shall not affect the validity or enforceability of any remaining portion(s), which such remaining portion(s) shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable portions(s) eliminated.

23. Customer may not assign this Agreement, or any rights it may have. The Parties may only assign this Agreement in accordance with applicable law. This Agreement will be binding upon the Parties and Customer and their respective successors in interest and permitted assigns.

24. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah without regard to the conflict of law provisions thereof.

IN WITNESS WHEREOF, Customer has entered into this Acknowledgment caused this Acknowledgment to be executed as of the day first written above, with the intent and expectation of being legally bound thereby.

Date:	Social Security Number:
By:	Telephone Number
Name (print)	Address (to new home)
Builder (built your home)	Title Record Number (to your new home)