- 17. Notices. Any notice or demonstrate by either party under the terms of this perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be given by perment or under any statute shall be given by perment or under any statute shall be in writing and shall be given by perment or under any statute shall be given by perment or under any statute shall be given by perment or under any statute shall be given by perment or under any statute shall be given by perment or under any statute shall be given by perment or under any statute shall be given by perment or under any statute shall be given by perment or under any statute shall be given by given
- 18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

Island County Sheriff

Name:

Title:

Date: 3/2/

Customer's Notice Address:

P. O. Box 5000

Coupeville, WA 98239

PROVIDER:

Evercom Systems, Inc.

By:

Name: John J. Wid

Title:

Vice President and General Manager

Date:

Provider's Notice Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: General Counsel

Provider's Payment Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: Accounts Receivable