



QUOTATION

4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
1842254	
Order Date	Page
11/9/2021 08:08:29	1 of 1

Quote Expires On 11/30/2021

Bill To: **Customer ID:** 78828
 Lake County Finance & Admin Svcs
 18 N. County St. 9th Floor (A-5-A)
 Attn A/P
 Waukegan, IL 60085

Ship To:
 Lake County Facilities Operations
 18 N County St, A-5-A
 Attn J Varco 847 377 2321
 Waukegan, IL 60085

847-377-2321

Requested By: Mr. Jeremiah Varco

PO Number	Taker	Email
Esscoe - Various server upgrades	John McLoughlin	jmcoughlin@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid	301-683-1234	301-683-1200

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i> <i>Unit Size</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
1.00	0.00	1.00	EA		ESS TWMKQ6156	EA	387,097.80	387,097.80
				1.0	Esscoe Server upgrades for various locations. Pls see attached proposal			
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Register with OMNIA at www.omniapartners.com/publicsector			

Total Lines: 2

SUB-TOTAL: 387,097.80

TAX: 0.00

AMOUNT DUE: 387,097.80

Actual freight added per freight terms

Safeware
4403 Forbes Blvd
20706-4328 Lanham
USA

Kurt Wilhelm
kwilhelm@safewareinc.com
(847) 505-9089

PROJECT: Lake County Server updates

QUOTE # TWMKQ6156

DATE: Nov 8, 2021

SALESPERSON: **Todd Keppy**
tkeppy@esscoe.com

Systems Proposal

This Quote ("Quote") is based on the requirements of Customer as provided in a request for proposal or bid offer ("RFP") and is subject to ESSCOE Terms and Conditions ("Terms and Conditions") attached hereto. Any changes to or deviations from the RFP requested by Customer shall be quoted separately. This Quote is valid for sixty (60) days from the date issued above, unless the Customer and ESSCOE both execute this document creating a contract ("Agreement").

QTY	MODEL NO	DESCRIPTION
Courthouse - 18N County Street Waukegan, Illinois 60085		
Directory/ Federation Server		
1	SV-4011EX-R4-D240-210	4000E Appliance - 1U 4-Bay Streamvault™ Directory Server (2) Xeon Silver 4210 32GB RAM (2) 240GB 2.5" SSD (2) 1GbE RJ45 Ports (2) 10GbE SFP+ Ports (2) 550W PSU Windows Server 2019 5YR NBD KYHD Warranty,
Access Manager		
1	R340 1U Server 4 LFF 1U 4 Bay Server, Xeon E-2126G, 16GB RAM, (2) 240GB SSD,(4) 2TB SATA, RPS 550w, Win Server 2016, 5 YR NBD	
Archivers		
6	SV-2011E-R14-88T-8-210	Streamvault™ 2011E series - 2U 14 Bay Streamvault™ Appliance 88TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (11) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 1100W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty.
Babcox Jail - 20 S County St, Waukegan, IL 60085		
Directory Server		
1	SV-4011EX-R4-D240-210	4000E Appliance - 1U 4-Bay Streamvault™ Directory Server (2) Xeon Silver 4210 32GB RAM (2) 240GB 2.5" SSD (2) 1GbE RJ45 Ports (2) 10GbE SFP+ Ports (2) 550W PSU Windows Server 2019 5YR NBD KYHD Warranty,
Archivers		
8	SV-2011E-R14-112T-8-210	Streamvault™ 2011E series - 2U 14 Bay Streamvault™ Appliance 112TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (14) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 1100W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genetec™ Security Center pre-installed. License sold separately.
Depke - Courthouse 24647 North Milwaukee Avenue Vernon Hills, Illinois 60061		
1	SV-4011EX-R4-D240-210	4000E Appliance - 1U 4-Bay Streamvault™ Directory Server (2) Xeon Silver 4210 32GB RAM (2) 240GB 2.5" SSD (2) 1GbE RJ45 Ports (2) 10GbE SFP+ Ports (2) 550W PSU Windows Server 2019 5YR NBD KYHD Warranty,
1	SV-2011E-R14-72T-8-210	Streamvault™ 2011E series - 2U 14 Bay Streamvault™ Appliance 72TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (9) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 1100W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genetec™ Security Center pre-installed. License sold separately.

QTY	MODEL NO	DESCRIPTION
Depke - Detention 24647 North Milwaukee Avenue Vernon Hills, Illinois 60061		
1	SV-4011EX-R4-D240-210	4000E Appliance - 1U 4-Bay Streamvault™ Directory Server (2) Xeon Silver 4210 32GB RAM (2) 240GB 2.5" SSD (2) 1GbE RJ45 Ports (2) 10GbE SFP+ Ports (2) 550W PSU Windows Server 2019 5YR NBD KYHD Warranty, Archivers
3	SV-2011E-R14-104T-8-210	Streamvault™ 2011E series - 2U 14 Bay Streamvault™ Appliance 104TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (13) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 1100W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Access Manager
1	R340 1U Server 4 LFF 1U 4 Bay Server, Xeon E-2126G, 16GB RAM, (2) 240GB SSD,(4) 2TB SATA, RPS 550w, Win Server 2016, 5 YR NBD	
Mundelein Branch Court 105 E State Route 83 Mundelein, IL 60060		
1	SV-2011E-T8-40T-8-236	Streamvault™ 2000E series: 8-Bay Tower Streamvault™ Appliance Xeon E-2236 16GB RAM (2) 240GB M.2" SSD (5) 8TB SATA Windows Server 2019 (2) 495W PSU 5YR NBD KYHD Warranty. North Branch Court - Round Lake Beach 1792 Nicole Lane Round Lake Beach, IL 60073
1	SV-2011E-T8-40T-8-236	Streamvault™ 2000E series: 8-Bay Tower Streamvault™ Appliance Xeon E-2236 16GB RAM (2) 240GB M.2" SSD (5) 8TB SATA Windows Server 2019 (2) 495W PSU 5YR NBD KYHD Warranty. Park City Branch Court 301 S Greenleaf Avenue Park City, IL 60085
1	SV-2011E-T8-40T-8-236	Streamvault™ 2000E series: 8-Bay Tower Streamvault™ Appliance Xeon E-2236 16GB RAM (2) 240GB M.2" SSD (5) 8TB SATA Windows Server 2019 (2) 495W PSU 5YR NBD KYHD Warranty. Lake County Central Permitting Facility / Sheriffs / 911/ DOT
2	SV-2011E-R14-88T-8-210	Streamvault™ 2011E series - 2U 14 Bay Streamvault™ Appliance 88TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (11) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 1100W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty.
1	PM - SEC	Project Management - Security
1	Technical Service - SEC	Technical System Service Charge - Security

PROPOSAL SUMMARY

The above pricing includes:
 One (1) Lot of Equipment, Technical Services for the Libertyville site and Shipping/Transport of Equipment based upon Esscoe upgrading the above listed servers at the above listed sites

All servers come with a manufactures 5 year warranty.

All recording has been figured per the below specifications:
 H.264-15 High Quality | 15 FRAMES Per Second | Best Resolution camera lens can produce | Thirty Day Continuous Storage

I have included the additional smaller servers to allow the cameras to be deployed evenly across the archivers thus allowing us to balance the load for higher performance.

The above pricing Excludes:
 Sales Tax
 Permits

Technical services for all sites less Libertyville

For Client: Safeware

For ESSCOE, L.L.C.:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Kurt Wilhelm

PRINTED NAME & TITLE

SIGNATURE OF SALES REPRESENTATIVE

Todd Keppy

PRINTED NAME

DATE

PURCHASE ORDER/CONTRACT NO.

Thank You For Your Business!

These terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Further, in the event of a conflict between the terms of the Agreement and the terms of any Schedule, the terms of this Agreement shall control; provided however, the Parties may mutually agree and expressly or specifically authorize in writing that a particular term or terms of a Schedule shall control over a particular term of this Agreement and then only to the extent provided in such Schedule.

1. FEES. Customer shall pay to ESSCOE all billed fees, costs, charges and expenses ("Fees") within thirty (30) days or as detailed in the Quote, these terms and conditions and Schedules with no right of set-off for any claims by Customer. Any and all claims shall be addressed separately between the Parties. The Fees set forth herein may be adjusted at any time by mutual written agreement of both Parties. All Fees will be billed and paid in U.S. dollars, unless otherwise provided in a Schedule. Customer is responsible for any and all taxes, duties or governmental charges.
2. LATE PAYMENTS. If Customer fails to make payment of the Fees when due, Customer shall pay to ESSCOE a late payment charge at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, if lower. The late payment charge shall be calculated from the date that the unpaid Fees become due and shall be compounded monthly for the period during which any such Fees remain unpaid. If Customer's account is thirty (30) days past due and ESSCOE has not terminated under Section 6, upon 14 days notice to Customer, ESSCOE may elect to suspend services governed by this Agreement until Customer's account becomes current. Customer agrees that suspension of service does not release them from their obligation to pay all monies due to ESSCOE under this Agreement. Customer agrees that ESSCOE will not be liable for any claims of Customer or third party if service is suspended due to a past due balance or otherwise.
3. PREVAILING WAGE. ESSCOE's services performed shall be based on its understanding through the actions, statements and/or omissions of the Customer that is contemplated in the Schedules and the work to be performed relating thereto is not subject to federal, state or local prevailing wage requirements. If ESSCOE's understanding is incorrect, Customer agrees and acknowledges that it shall immediately notify ESSCOE in writing within forty-eight (48) hours from receiving this notice so that ESSCOE may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then Customer agrees and acknowledges that it shall reimburse and make whole ESSCOE for any back wages, penalties and/or interest owed to its employees or any other third party, including but not limited to any appropriate governmental agency. Customer also agrees that prices, costs and/or applicable fees will also be increased as required by the increase in wage payments to ESSCOE's employees. Customer understands and acknowledges that it shall notify ESSCOE of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by ESSCOE. Customer also agrees to indemnify and hold ESSCOE harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon ESSCOE, including but not limited to prompt reimbursement to ESSCOE of any and all reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.
4. COLLECTIONS. In the event it is necessary to enforce collection of any amounts due ESSCOE or any rights of ESSCOE under this Agreement, Customer agrees to pay any and all costs, collection fees, expenses, charges incurred by ESSCOE, including reasonable attorney's fees and appellate attorney's fees. Customer authorizes ESSCOE to perform credit searches and/or report payment history to any credit bureau or agency.
5. SECURITY INTEREST. Customer herein grants ESSCOE a purchase money security interest in any equipment sold, until the total purchase price is paid to ESSCOE. Customer irrevocably appoints ESSCOE as agent to file financing statements with respect to this security interest and agrees to execute any documents necessary to perfect said interest.
6. TERM. The term of this Agreement begins on the Effective Date and continues as long as ESSCOE is providing services to the Customer pursuant to the term of the Agreement or any Schedule. Notwithstanding the foregoing, this Agreement may be terminated by ESSCOE as follows: (a) all Schedules have expired or have been terminated in accordance with their terms, or (b) this Agreement is terminated in accordance with its terms, in which case all Schedules will also terminate, subject to their respective termination provisions. The Parties may mutually agree in writing to extend this Agreement and any Schedule in accordance with the terms and conditions set forth therein.
7. DEFAULT. ESSCOE may also terminate this Agreement upon the following events of default ("Default"): (a) any failure of Customer to pay any amounts billed and due hereunder, which failure remains uncured for a period of thirty (30) days after notice thereof, (b) Customer breach of any terms of the Agreement, or (c) either party may terminate if the other party (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days or (iv) makes an assignment for the benefit of creditors.
8. REMEDIES. In the event of Customer's Default of this Agreement, in addition to termination under Section 6, ESSCOE may pursue any one of the following remedies: 1) declare ninety (90) percent of the balance due for the unexpired term of this Agreement immediately due and payable as liquidated damages, not as a penalty, 2) proceed at law or equity to enforce performance of Customer or recover damages for breach of the Agreement and/or any Schedule including all costs and expenses including without limitation reasonable attorneys fees, in connection with enforcing or attempting to enforce this Agreement or 3) any other available remedies permitted by law.
9. LIMITATION OF LIABILITY. CUSTOMER EXPRESSLY ACKNOWLEDGES ESSCOE AND ITS AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AGENTS AND ASSIGNS ARE NOT INSURERS AGAINST LOSSES AND THAT INSURANCE AGAINST LOSS IS THE SOLE RESPONSIBILITY OF THE CUSTOMER. THE PAYMENTS AND CHARGES REQUIRED BY THIS AGREEMENT ARE BASED SOLELY ON THE VALUE OF THE SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF THE PREMISES OR ANY PERSONAL PROPERTY LOCATED ON OR NEAR THE PREMISES. CUSTOMER AGREES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN OR DETERMINE THE AMOUNT OF DAMAGES, IF ANY, WHICH MAY RESULT FROM A FAILURE BY ESSCOE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE FAILURE OF THE ALARM OR OTHER ELECTRONIC SYSTEMS TO OPERATE PROPERLY. CUSTOMER AGREES THAT, IF ESSCOE SHOULD BE FOUND LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY AS A RESULT OF THE FAILURE OF THE SERVICES, ALARM OR OTHER ELECTRONIC SYSTEM IN ANY RESPECT, ESSCOE'S LIABILITY WILL BE LIMITED TO **NO MORE THAN** THE AMOUNT CUSTOMER PAID ESSCOE FOR EQUIPMENT AND/OR SERVICES LESS ANY INSURANCE PROCEEDS RECEIVED BY CUSTOMER, WHICH SUM SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY), SUCH LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THIS LIMITATION OF LIABILITY APPLIES TO ANY AND ALL LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, IRRESPECTIVE OF CAUSE OR ORIGIN, WHETHER AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OR THE NEGLIGENCE OR GROSS NEGLIGENCE BY ESSCOE, ITS AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AGENTS AND ASSIGNS OF SERVICES PERFORMED UNDER THIS AGREEMENT. ESSCOE SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR CUSTOMER GOODWILL IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER.
10. INDEMNIFICATION. Customer agrees to and shall indemnify and hold harmless ESSCOE, its officers, employees, agents and subcontractors, from and against any and all claims, actions and/or lawsuits, including injury, damage, expense, costs and reasonable attorney's fees, and losses asserted against and alleged to be caused by ESSCOE's performance or nonperformance of its obligations under the Agreement, strict liability, defects in product, design, installation, warranty service, monitoring or operation or non-operation of the system to be serviced.
11. INSURANCE. Customer acknowledges and represents that it has sufficient insurance coverage. Customer shall look exclusively to its insurer and not ESSCOE to pay Customer or any third party in the event of loss, claim, damage or injury. Customer, on its behalf, and on behalf of any insurance carrier, waives any right of subrogation that Customer's insurance carrier may otherwise have against ESSCOE or its subcontractors arising out of this Agreement or the relation of the parties hereto.
12. FILING SUIT. All suits, actions or proceedings, legal or equitable, against ESSCOE must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred upon which the suit, action or proceeding arises, whichever is earlier, or the shortest duration permitted under applicable law if such period is greater than one year and if no such claim, action or proceeding is instituted within that time, it is barred.
13. WARRANTY. ESSCOE DOES NOT REPRESENT OR WARRANT, EXPRESSLY OR IMPLIED, THAT ITS SERVICES, SYSTEMS AND EQUIPMENT WILL ELIMINATE OCCURRENCES OF THE EVENTS THAT THEY ARE INTENDED TO DETECT OR AVERT. UNLESS OTHERWISE PROVIDED IN A SCHEDULE, ESSCOE HAS MADE NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE.
14. DELIVERY/FORCE MAJEURE. If equipment is purchased, ESSCOE shall deliver or have delivered the equipment as projected in the Agreement or Schedules. ESSCOE shall not be liable for delays in delivery or installation. "Force Majeure Event" shall mean any event beyond ESSCOE's control, including but not limited to: acts of war, acts of public enemies, terrorist attacks, governmental orders relating to the foregoing, insurrections, riots, sabotage, earthquakes, floods, acts of God, embargoes, authority of laws, third-party labor disputes (including strikes, lockouts, job actions or boycotts), fires, explosions, or failure in electrical power, heat, light, air conditioning or communications equipment. In the event ESSCOE is precluded or delayed from performing under this Agreement due to a Force Majeure Event, ESSCOE shall be excused from such performance and may withhold performance without liability while such Force Majeure Event exists. ESSCOE shall notify the Customer as soon as reasonably possible regarding the existence and nature of the Force Majeure event and shall promptly give notice of its recommencement of performance. In the event the Force Majeure Event exists for more than ninety (90) days, ESSCOE, upon written notice, may terminate this Agreement without liability.
15. INDEPENDENT CONTRACTOR. ESSCOE is an independent contractor under this Agreement. It shall comply with all payroll tax withholdings, social security, unemployment and related employer obligations applicable to it. Except as set forth in a duly authorized Power of Attorney, no Party shall hold itself out as an agent of or in a joint venture with the other, and no Party shall have the authority to act on behalf of the other.
16. SUBCONTRACTORS. ESSCOE may subcontract all or portions of the Services to a third party without Customer's consent. The subcontracted third party shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.
17. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES. The rights and obligations under this Agreement may not be transferred or assigned to a third party by the Customer without the prior written consent of ESSCOE. ESSCOE shall have the right to assign this Agreement without prior notice or consent of the Customer. This Agreement is binding upon and shall inure to the benefit of each Party and its respective successors and assigns. Other than Esscoe's subcontractors, there are no third party beneficiaries under this Agreement.
18. AMENDMENTS; WAIVER; SEVERABILITY. This Agreement can only be modified or amended by a written instrument signed by the Parties. A waiver of any right by either Party will not constitute a waiver of such right on any subsequent occasion. Acceptance by ESSCOE of the amounts (or lesser amounts) payable under this Agreement shall not be deemed a waiver of any default. If any provision of this Agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Agreement.
19. SURVIVAL. The rights and obligations of this Agreement which by their nature are intended to survive expiration or termination shall so survive, including but not limited to Sections 1-5, 7-15, 17, and 18-24.
20. ATTORNEYS FEES. In the event any enforcement of the terms of this Agreement is referred to an attorney by ESSCOE, Customer will be obligated to pay reasonable attorney's fees, whether suit be brought or not, and all other costs, expenses and charges.
21. GOVERNING LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. THE CUSTOMER AGREES THAT ESSCOE SHALL HAVE THE RIGHT TO ENFORCE ITS RIGHTS UPON THIS AGREEMENT IN THE PROPER COURT OF LAKE COUNTY, ILLINOIS. IF SUIT IS FILED IN LAKE COUNTY, ILLINOIS BY ESSCOE, THEN CUSTOMER AGREES NOT TO SEEK TRANSFER OF THIS MATTER TO ANY OTHER COURT OR JURISDICTION AND CONSENTS TO JURISDICTION IN THE COURTS OF LAKE COUNTY, ILLINOIS. BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM.
22. NO BREACH OF OTHER AGREEMENTS. Customer and ESSCOE each respectively represent and warrant that its execution of this Agreement does not violate any applicable law or breach any other agreement to which it is a Party or is otherwise bound.
23. NOTICE. Any notice required or permitted to be given shall, except where specifically provided otherwise, be given in writing to the person and at the address listed above by personal delivery, overnight carrier, electronic mail (e-mail), facsimile, or certified mail, return receipt requested. The date of notice shall be as follows: the date upon which such notice is so personally delivered; if by overnight carrier, the date of receipt at the designated address; if by facsimile transmission, upon electronic confirmation thereof, if by electronic mail (e-mail), upon electronic confirmation thereof or if by certified mail, the date of delivery.
24. ENTIRE AGREEMENT. This Agreement and any Schedules attached and made a part hereto set forth the full and complete understanding of the Parties with respect to the matters herein and supersedes any and all oral or written agreements and representations between the Parties made or dated prior to the Effective Date.