



AGENDA

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 4, 2026 at 5:20 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

- A. Call to Order**
- B. Approval of Minutes**
 - 1. Meeting Minutes - February 4, 2026
- C. Public Comment**
- D. New Business**
 - 1. Strategic Plan Updates
 - 2. Bi-Annual Claims and Litigation Review
 - 3. ESRI Cloud-Based Enterprise Agreement Renewal 2026-2029
- E. Other Business**
- F. Schedule Next Committee Meeting**
- G. Adjournment**

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, please email accommodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.

GENERAL GOVERNMENT COMMITTEE
February 4, 2026 Meeting Minutes
Village Hall
740 Hillgrove Avenue, Board Room
Western Springs, IL 60558
5:15 p.m.

Present

Chair Chen, Member Nawrocki, Village Manager Ellen Baer, Deputy Village Manager Biernacki

Electronic Participation: None.

Call to Order

Chair Chen moved to open the committee meeting, seconded by Member Nawrocki. The motion passed on a roll call vote. Voting aye: Chair Chen and Member Nawrocki. The General Government Committee meeting was called to order at 5:15 p.m.

Agenda Items

1. Public Comment

2. Approval of Minutes

No meeting minutes available for approval.

3. Updated Notice of Regular Meeting Dates to Include Plan Commission 2026 Schedule

Deputy Manager Biernacki informed the Committee that the updated notice includes a regular schedule for Plan Commission Meetings. The remainder of the notice will look similar to what was reviewed and approved late last year with no change to the Board Meeting dates.

Chair Chen moved, seconded by Member Nawrocki, to move this item to the Village Board for consideration of approval.

4. 2026 Legislative Initiatives

Village Manager Baer reviewed the DuPage Mayors and Managers Conference legislative initiatives and recommended the Village support those efforts. A conversation ensued on the details of Tier 1 and Tier 2 pensions and ultimately the General Government committee agreed with supporting those initiatives and reporting to the Village Board at the upcoming meeting.

5. Adjournment

Chair Chen moved, seconded by Member Nawrocki, to adjourn the meeting at 5:45pm.

Respectfully submitted,

Deputy Village Manager Biernacki

DRAFT



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 4, 2026

AGENDA ITEM D.1.

To: General Government Committee

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager

RE: Strategic Plan Updates

Recommendation

None.

Summary

In March, all Departments will bring strategic plan updates to their appropriate Committees for review. Updates will include initiatives and projects from the last 6 months that have been completed, in-progress, or planned. Items that are underlined below indicate a change in status since the strategic plan was finalized.

Identify and Reduce Village Risk and Liability

In-Progress

- National Incident Management Systems (NIMS) training
- Addition of “Walk Your Wheels” Banners to augment stickers in downtown

Completed

- Applied for grant funding for Walking Pads for sedentary workers
- Increased staff IRMA participation
- KnowBe4 Training Module
- IT Security Training
- “Walk your Wheels” campaign

Develop Long-Term Financial Opportunities and Strategies

In-Progress

- Track Legislation RE: Museum Tax and Historic Tower Improvements Plan

Next Steps

- Explore Home Rule Authorization
- Explore Legislative Changes Needed for Non-Home Rule Real Estate Transfer Tax

Completed

- Consolidation of front desk operations

Advance Staff Training and Development to Support Succession Planning Strategies

In-Progress

- Track Legislation RE: Museum Tax and Historic Tower Improvements Plan
- Continue monitoring of high turnover positions
- Review of staffing needs with potential retirements

Next Steps

- Explore Home Rule Authorization
- Explore Legislative Changes Needed for Non-Home Rule Real Estate Transfer Tax

Completed

- Expanding role of Deputy Village Clerk and Fiscal Clerk
- Combined front desk operations (Community Development/Finance) and cross trained staff

Align Technologies with Future Service Demands

In-Progress

- Implement digital application and on-boarding via MUNIS
- Regularly review Village Pay Plan
- MAP 360 Patrol Officers contract
- MAP 456 Sergeants contract
- Door access system update for Municipal facilities

Next Steps

- Update Village Pay Plan annually
- Improved transparency with document management/legislative tracking system

Completed

- CivicClerk Online Agenda and Minutes Center
- Village Pay Plan
- Replacement of phone system

Identify and Implement Green Initiatives for Village Operations

In-Progress

- Reduction of paper use with digitization

Completed

- Polinator Pockets corner garden
- Greenest Region Compact
- Pumpkin Smash
- Holiday Light Recycling
- Styrofoam Recycling
- Water bottle filling stations in Village Hall and Recreation Center
- No Mow May – delayed weed control enforcement to promote pollinator havens
- Composting improvements and marketing of such through LRS

Financial Impact

None.

Recommended Motion

None.

Strategic Plan Alignment

Staff will provide regular updates to projects and initiatives that align with the current Strategic Plan, while continuing to relate them back to specific goals as they are presented for consideration. The final version of the entire Strategic Plan can be found at www.wsprings.com/transparency.

File Attachments

1. Strategic Plan - Updated Goals for VMO

Village of Western Springs - 2025/2026 Strategic Plan

Financial Sustainability

Evaluate and Implement Opportunities for Shared Services and Equipment

Identify and Reduce Village Risk and Liability

Develop Long-Term Financial Opportunities and Strategies

Organizational Development

Advance Staff Training and Development to Support Succession Planning Strategies

Align Technologies with Future Service Demand

Public Safety and Community Engagement

Foster Effective Communication to Further Understanding of Village Services and Projects

Implement Training and Exercise Programs to Prepare for Critical Incidents Using Established Emergency Response Plans

Expand Public Safety Initiatives to Engage and Inform the Public

Community Planning and Economic Development

Update Comprehensive Plan and Economic Development Policy

Identify and Implement Green Initiatives for Village Operations

Evaluate Improvements at the Historic Tower and Downtown Area and Support Expanded Community Events

Actively Foster Redevelopment in the TIF Districts and Attract New Businesses in the Downtown

Infrastructure Improvements

Undertake a Flooding and Stormwater Impact and Mitigation Analysis

Maintain the Long-Term Plan for Addressing Infrastructure Improvements

Legend

Short-Term (1-3 Years)

Long-Term (3-5 Years)



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 4, 2026

AGENDA ITEM D.3.

To: General Government Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: ESRI Cloud-Based Enterprise Agreement Renewal 2026-2029

Recommendation

Consider a recommendation to approve Cloud-Based Enterprise Agreement Renewal with Environmental Systems Research Institute, Inc. (ESRI) for a three year term in an amount not to exceed \$20,600.00 annually.

Summary

Over the past several years the Village has been working towards increasing the capability of its ESRI Geographic Information System (GIS). Work has included the complete digitization and ongoing management of the Village's capital assets into a comprehensive GIS platform that can be leveraged not only by Village staff, but also by the public using digital mapping applications.

In 2023, the Village Board approved a three-year agreement with ESRI, Inc. for a cloud-based enterprise agreement for hosting GIS related applications and services.

GIS serves as the backbone of the Village's core asset management and capital planning platform and is the central repository for capital infrastructure management. The Village has also successfully launched numerous online GIS applications that further the Village's strategic plan initiatives in multiple categories.

The Village's three-year contract is up for renewal and attached for the Committee's consideration. ESRI is a sole source provider of the ArcGIS software and online platform. The proposed annual cost for the Village's Cloud-Based Enterprise Agreement Renewal has increased from \$15,500 to \$20,600 annually.

Financial Impact

Account 43015190 50339 and 1203100-55123

2026 Budget \$15,500

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of a Cloud-Based Enterprise Agreement Renewal with Environmental Systems Research Institute, Inc. (ESRI) for a three-year term in an

amount not to exceed \$20,600.00 annually.

Strategic Plan Alignment

File Attachments

1. Q-566247-20260126-0928



Quotation # Q-566247

Date: January 26, 2026

Customer # 16716 Contract #

Village of Western Springs
 Municipal Services Department
 740 Hillgrove Ave
 Western Springs, IL 60558-1409

ATTENTION: Matthew Supert
 PHONE: (708) 246-1800 x205
 EMAIL: msupert@wsprings.com

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 1/26/2026 To: 4/26/2026

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				

Subtotal:	\$61,800.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$61,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Marsriana Datta	Email: mdatta@esri.com	Phone: (909) 793-2853
--	----------------------------------	---------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
LOCAL GOVERNMENT CLOUD-BASED
(E214-7)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Online User Types ArcGIS Online Viewer User Types	
--	--

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Online Apps and Other	
ArcGIS Online Contributor User Type	8	ArcGIS Location Sharing for ArcGIS Online	8
ArcGIS Online Mobile Worker User Type	25	ArcGIS Online Service Credits	10,000
ArcGIS Online Creator User Type	25		
ArcGIS Online Professional User Type	8		
ArcGIS Online Professional Plus User Type	8		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.