

EXHIBIT 1

Telvent USA LLC
4701 Royal Vista Circle
Fort Collins CO 80528

TELVENT

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QUOTE

We are pleased to submit the following Quote:

Date: 21-Jul-2016

Quote: 2016-8676

To: City of Denton

Attn: Sam Mall

For: Maintenance and Support Program
Service Provided 11/1/16-10/31/19

Maintenance

Quote Valid for 60 Days

QTY	DESCRIPTION	LIST PRICE	UNIT MAINTENANCE	TOTAL
Maintenance Provided: 11/1/16-10/31/17				
1	Responder	53,350.00	10,670.00	10,670.00
1	SEULA	28,000.00		28,000.00
Maintenance Provided: 11/1/17-10/31/18				
1	Responder	53,350.00	11,203.50	11,203.50
1	SEULA	28,000.00		28,000.00
Maintenance Provided: 11/1/18-10/31/19				
1	Responder	53,350.00	11,763.68	11,763.68
1	SEULA	28,000.00		28,000.00
Maintenance Total				\$ 117,637.18

Total does not include sales tax, where applicable
* Client is responsible for any additional Duties, Taxes, or Fees.

**Small Utility Enterprise License Agreement
City of Denton, Texas, a Texas Municipal Corporation
Amendment No. 1**

In accordance with the terms and conditions of the Small Utility Enterprise License Agreement (“Agreement” or “ELA”) between City of Denton, Texas, a Texas Municipal Corporation (“Licensee”) and Telvent USA LLC (“Telvent”), Contract No. 2013-402, the parties hereby wish to amend the Agreement for the purpose of renewing the Agreement for an additional three-year period. The terms of the Agreement shall be amended as follows.

Article 6, Term, Termination, and Renewal

The paragraph a. of Article 6 shall be deleted and replaced with the following provision.

- a. **Term:** The license granted by this ELA Amendment 1 is for a period of three (3) years from the Effective Date, unless terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software deployed by Licensee shall be concurrent with the term of this ELA Amendment. No indefinite or perpetual term license grants are provided with this ELA.

For the avoidance of doubt, the Effective Date for Year 1 under this Amendment 1 is August 1, 2016.

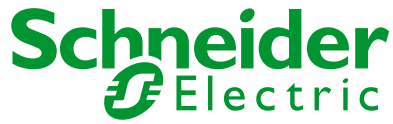
Article 13, General Provisions

The paragraph l. of Article 13 references Exhibit 2 – Enterprise Software and Exhibit 3 – ELA Fees Schedule.

Exhibit 2 – Enterprise Software, shall be deleted and replaced with the following.

The ELA includes unlimited quantities of the following Telvent proprietary software:

- ArcFM
- ArcFM Viewer
- Designer
- Designer Express
- Conduit Manager
- Network Adapter
- Fiber Manager
- ArcFM Viewer with Redliner
- ArcFM Viewer with Inspector
- ArcFM Server Standard
- ArcFM Geodatabase Manager



Any additional Telvent software that is not included in the list above that Licensee wishes to obtain during the term of this ELA, whether such software exists at the time of signing this ELA or not, shall be available to Licensee under a separate agreement and at an additional price.

Exhibit 3 – ELA Fees Schedule, shall be deleted and replaced with the following.

Licensee shall pay the following ELA Fees for the duration of the Agreement. Payment for each year shall be due within 30 days of receipt of an invoice from Telvent.

	Year 1 November 1, 2016 – October 31, 2017	Year 2 November 1, 2017 – October 31, 2018	Year 3 November 1, 2018 – October 31, 2019	Total
Total Annual Fee	\$28,000	\$28,000	\$28,000	\$84,000

All terms and conditions of the Agreement not specifically amended as provided herein shall remain unchanged and in full force and effect.

Accepted and Agreed:

**City of Denton, Texas, a Texas
Municipal Corporation**

Telvent USA, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____