
ACCENTURE PLC PERFORMANCE GUARANTEE

PREAMBLE:

This performance guarantee is dated **June 1, 2026** (“**Guarantee**”) and is made by:

- (a) **Accenture plc**, a company organized and existing under the laws of Ireland, together with its successors and assigns (the “**Guarantor**”) with a registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland; in favor of
- (b) **Kansas City, Missouri**, a constitutionally chartered municipal corporation organized and existing under the laws of **Missouri** (the “**Guaranteed Party**”) under the agreement described in Annexure A (the “**Agreement**”).

RECITALS:

- (a) **Accenture LLP**, a company organized and existing under the laws of **Illinois**, is a subsidiary of the Guarantor (the “**Subsidiary**”).
- (b) The Guarantor is providing this Guarantee to induce the Guaranteed Party to enter into the Agreement.
- (c) The Guarantor provides this Guarantee on the following terms and conditions.

1. Defined Terms

A capitalized term not otherwise defined in this Guarantee will have the same meaning as given to it in the Agreement. The following terms will have the following meanings when used in this Guarantee:

“**Obligation**” means, with regard to the Agreement, the obligations and liabilities of the Subsidiary owed to the Guaranteed Party, subject to the limitations described therein.

“**Other Taxes**” means any present or future stamp or documentary fees or taxes that arise from any payment made under this Guarantee, or from the execution, delivery or registration of this Guarantee (but excluding Taxes).

“**Taxes**” means taxes imposed on the Guaranteed Party’s net income (or franchise taxes imposed on the Guaranteed Party by the jurisdiction under the laws of which it is organized or any political subdivision) and including any withholding made with respect to Taxes.

2. Guarantee

- (a) The Guarantor absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party the prompt and complete performance and payment when due by the Subsidiary of

the Obligations owed to the Guaranteed Party. This Guarantee is a guarantee of payment and performance and not merely of collection.

- (b) The Guarantor will pay all reasonable expenses (including, without limitation, reasonable attorneys' fees) paid or incurred by the Guaranteed Party in enforcing any of its rights under this Guarantee.
- (c) With the exception of the enforcement costs as described in Section 2(b), and notwithstanding anything in this Guarantee, the maximum liability of the Guarantor in respect of any, or all, Obligations will in no event exceed the maximum liability of the Subsidiary under the Agreement.

3. Subsidiary Default

- (a) Nothing in this Guarantee will grant to the Guaranteed Party any right of action against the Guarantor, unless:
 - (i) the Guaranteed Party has given any requisite notices of default to the Subsidiary pursuant to the Agreement; and
 - (ii) all applicable cure periods, if any, set forth in the Agreement for the Subsidiary to cure such default(s) have expired.
- (b) The Guaranteed Party must:
 - (i) send to the Guarantor copies of any notice of default sent to the Subsidiary as referred to in Section 3(a)(i); and
 - (ii) permit the Guarantor to cure the Subsidiary's default within any cure periods provided to the Subsidiary under the Agreement.

4. No Subrogation; Contribution

- (a) The Guarantor will not be entitled to be subrogated to any of the rights of the Guaranteed Party, against the Subsidiary, for payment made by the Guarantor under this Guarantee.
- (b) The Guarantor will not be entitled to seek any contribution from the Subsidiary for payments made by the Guarantor under this Guarantee unless all amounts then due and payable to the Guaranteed Party under the Agreement (which have been demanded under this Guarantee) have been paid in full.

5. Amendments, etc. with respect to Obligations

The obligations of the Guarantor under this Guarantee will remain in effect and will not be diminished or impaired, notwithstanding:

- (a) any withdrawal of any demand by the Guaranteed Party, for payment or performance by the Subsidiary, of: (i) any Obligations; or (ii) for payment under this Guarantee;

- (b) any amendment, extension, modification or waiver of any Obligations;
- (c) any compromise by the Guaranteed Party of any Obligations and any other guarantee in respect of them;
- (d) any invalidity or unenforceability of the Agreement (in whole or in part) against the Subsidiary (except that this provision shall not be a waiver of any Subsidiary claims under the Agreement); or
- (e) any insolvency, bankruptcy, liquidation or dissolution of the Subsidiary.

6. Guarantee Continuing

- (a) This Guarantee will be construed as a continuing guarantee of performance and payment of all Obligations owing to the Guaranteed Party by the Subsidiary under the Agreement, and not a guarantee of collection. The Guarantor waives diligence, presentment and protest with respect to all Obligations.
- (b) Except as described in Section 3 above, when pursuing its rights and remedies under this Guarantee against the Guarantor, the Guaranteed Party may, but will be under no obligation to, pursue such rights and remedies as it may have against the Subsidiary, until all the Obligations owing to the Guaranteed Party have been paid in full. Any failure by the Guaranteed Party to pursue any rights or remedies against the Subsidiary will not relieve the Guarantor from its obligations under this Guarantee.
- (c) This Guarantee:
 - (i) remains in full force and effect; and
 - (ii) is binding upon the Guarantor or its respective successors or assigns,until all the Obligations owed to the Guaranteed Party, and the obligations of the Guarantor under this Guarantee, have been performed in full.

7. Reinstatement

This Guarantee will be reinstated if any payment of an Obligation must be returned by the Guaranteed Party on the insolvency, bankruptcy, administration, dissolution or liquidation of the Subsidiary or the Guarantor.

8. Representations and Warranties

The Guarantor represents and warrants that:

- (a) it is duly organized and validly existing under the laws of its jurisdiction of organization and has the power, authority and legal right to conduct its current business;

- (b) it has the power, authority and the legal right to execute, and perform its obligations under, this Guarantee;
- (c) this Guarantee constitutes a legal, valid and binding obligation on the Guarantor, enforceable in accordance with its terms but subject to:
 - (i) relevant laws affecting creditors' rights;
 - (ii) general equitable and common law principles; and
 - (iii) an implied covenant of good faith;
- (d) the execution, delivery and performance of this Guarantee will not:
 - (i) contravene any applicable law, rule or regulation, its constitutional documents or any agreement binding upon it (or its assets);
 - (ii) contravene any judgment, order, decree, agreement or undertaking applicable to the Guarantor; or
 - (iii) result in, or require, the imposition or creation of any lien on any of the Guarantor's assets in any material respect;
- (e) there are no laws in effect in the jurisdiction where the Guarantor is organized that limit its maximum liability, except for laws limiting the ability of the Guarantor to incur liabilities that render it insolvent, unable to pay its debts or with insufficient capital; and
- (f) it is not entitled to immunity from judicial proceedings and agrees that, in the event the Guaranteed Party brings a suit, action or proceeding in the courts of the United States of America for the Western District of Missouri located in Jackson County, Missouri, and the Supreme Court of the State of Missouri to enforce an obligation or liability of the Guarantor relating to this Guarantee, no immunity from such suit, action or proceeding will be claimed by, or on behalf of, the Guarantor.

9. Notices

- (a) All notices and demands to or upon the Guaranteed Party or the Guarantor to be effective must be in writing and will be deemed to have been duly given or made if delivered by hand or courier, when delivered or if delivered by recognized overnight courier, the next business day after deposit with the courier, addressed as follows:
 - (i) if to the Guaranteed Party, as its address for notices provided in the Agreement; and
 - (ii) if to the Guarantor, at the address for notices set forth below:

Accenture plc

500 West Madison Street
Chicago, Illinois 60661
U.S.A.
Attention: General Counsel

- (b) The Guaranteed Party and the Guarantor may change its address for notices and demands by giving written notice in the manner provided in this Section 9.

10. Amendments in Writing; No Waiver; Cumulative Remedies

- (a) No provision of this Guarantee may be waived, amended, supplemented or otherwise modified, except by written instrument signed by the Guarantor and the Guaranteed Party.
- (b) No delay on the part of the Guaranteed Party in exercising any right hereunder will operate as a waiver of any such right.
- (c) A waiver by the Guaranteed Party of any right or remedy will not be construed as a bar to any right or remedy that the Guaranteed Party would otherwise have on any future occasion.

11. Submission to Jurisdiction; Waivers

- (a) The Guarantor irrevocably and unconditionally:
- (i) submits itself and its property in any legal action or proceeding relating to this Guarantee, or for recognition and enforcement of any judgment in respect of this Guarantee, to the exclusive general jurisdiction of the courts of the United States of America for the Western District of Missouri located in Jackson County, Missouri, and the Supreme Court of the State of Missouri,;
 - (ii) consents that any such action or proceeding may be brought in such courts and waives any objection it may have to the venue;
 - (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Guarantor as provided in Section 9;
 - (iv) agrees that nothing in this Section 11 will affect the right of the Guaranteed Party to effect service of process in any other manner permitted by law; and
 - (v) appoints Accenture LLP (the “**Process Agent**”) with an office at 500 West Madison St., Chicago, IL 60661, U.S.A., Attention: Joel Unruch, General Counsel, as its agent to receive on its behalf and its property service of copies of the summons and complaint and any other process which may be served in any action or proceeding in any court described in Section 11(a)(i) and agrees promptly to appoint a successor Process Agent (which successor Process Agent shall accept such appointment in a writing) prior to the termination for any reason

of the appointment of the initial Process Agent or if the appointed Process Agent no longer maintains residence in Illinois in a manner sufficient to act as Process Agent pursuant to applicable law.

- (b) In any action or proceeding in the State of Missouri, service may be made on the Guarantor by delivering a copy of the summons and complaint (and any other process) to the Guarantor in care of the Process Agent at the Process Agent's address and by depositing a copy of the process by certified or registered mail (addressed to the Guarantor as described in Section 9). The Guarantor irrevocably and unconditionally authorizes and directs the Process Agent to accept service on its behalf. The Guarantor agrees that, to the extent permitted by applicable law, a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions.
- (c) No further instrument or action, other than service of process as described above, will be necessary to confer jurisdiction upon the Guarantor in any court.
- (d) Provided that service of process is effected upon the Guarantor as described above, the Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert:
 - (i) any objection that it may have to the venue of any such suit, action or proceeding brought in a court in the State of Missouri;
 - (ii) any claim that any such suit, action or proceeding brought in a court in the State of Missouri has been brought in an inconvenient forum; or
 - (iii) any claim that is not personally subject to the jurisdiction of the courts of the United States of America for the Western District of Missouri located in Jackson County, Missouri, and the Supreme Court of the State of Missouri.

12. Taxes

- (a) All payments made by the Guarantor under this Guarantee will be free of, and without deduction for all present or future fees, levies, imposts, deductions, charges or withholdings, and all liabilities, but excluding any Taxes. If the Guarantor is required by law to deduct Taxes from a sum payable under this Guarantee, the Guarantor will not reimburse the Guaranteed Party therefore, and will: (i) make such deductions; and (ii) pay the full amount deducted to the relevant taxation authority in accordance with applicable law; and within thirty (30) days after payment of Taxes, the Guarantor will furnish to the Guaranteed Party the original, or a certified copy, of a receipt evidencing payment.
- (b) Within thirty (30) days after the Guaranteed Party's request, the Guarantor will indemnify the Guaranteed Party for any Other Taxes paid by it, or any liability arising or with respect to such Other Taxes (whether or not such Other Taxes were correctly or legally asserted). The obligations contained in this paragraph will survive the payment in full of the Obligations and the termination or revocation of this Guarantee.

13. Waivers of Jury Trial

The Guarantor irrevocably and unconditionally waives trial by jury in any legal proceeding or counterclaim related to this Guarantee.

14. Successors and Assigns; Representatives

- (a) This Guarantee will be binding upon the Guarantor and will inure to the benefit of the Guaranteed Party (and its successors and assigns).
- (b) In giving any notices or asserting any rights under this Guarantee, the Guaranteed Party may be represented by any trustee, agent or other similar representative. In such case, each reference to the Guaranteed Party will, as appropriate, be a reference to such trustee, agent or other representative.
- (c) The Guarantor may:
 - (i) merge with another entity;
 - (ii) enter into a scheme of arrangement, amalgamation, consolidation or other combination; or
 - (iii) directly or indirectly, through its subsidiaries, sell or transfer all or substantially all of its assets or those of its subsidiaries to another entity or entities;and, in connection with such transaction/s, assign all its rights and obligations under this Guarantee to the Guarantor's successor entity (the "**Successor**").
- (d) By accepting or relying on this Guarantee, the Guaranteed Party:
 - (i) consents to such transactions under Section 14(c), provided the Guarantor confirms that, upon completion of such transactions, the Successor will own and control total consolidated net assets substantially equal to, or greater than, those owned and controlled by the Guarantor immediately prior to such transactions and that the Successor delivers to the Guaranteed Party a guarantee with terms conforming in all material aspects to this Guarantee; and
 - (ii) undertakes that it will enter into any instrument necessary or helpful to effect such transactions and transfers of the obligations hereunder between the Guarantor and the Successor.

15. Governing Law

This Guarantee will be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri.

16. Partial Invalidity

If any provision of this Guarantee is held invalid, unenforceable or illegal for any reason, this Guarantee will remain otherwise in full force apart from such provision which will be deemed deleted.

17. Consideration

- (a) It is a condition of the execution of the Agreement that the Guarantor execute this Guarantee.
- (b) The Guarantor acknowledges and agrees that the execution of the Agreement by the Subsidiary is in the Guarantor's best interests.
- (c) The Guarantor makes this Guarantee knowing that the Guaranteed Party will rely on this Guarantee in entering into the Agreement.

ACCENTURE PLC

By: _____

Name:

Title:

ANNEXURE A
To Guarantee

Agreement

The **Workday Deployment Statement of Work** dated as of **June 1, 2026**, between the Subsidiary and the Guaranteed Party, under which the Subsidiary will perform services for the Guaranteed Party.

The Statement of Work is subject to, and incorporates by reference, the terms and conditions of the State of Texas Department of Information Resources Contract for Services between the State of Texas, acting by and through the Department of Information Resources (“DIR”) and Accenture LLP, DIR-CPO-5171, dated February 16, 2023.

The Statement of Work includes the following documents dated as of **June 1, 2026**:

- Addendum 1 to SOW
- Addendum 2 to SOW
- Exhibit 7 Safeguarding Contract Language
- Business Associate Agreement
- Data Processing Addendum