

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“*Addendum*”) is appended to and forms part of the Workday Deployment Statement of Work (“**SOW**”) by and between Accenture LLP (“**Contractor**”) and Kansas City, Missouri (“**City**”) dated June 1, 2026 which incorporates by reference, the terms and conditions of the State of Texas Department of Information Resources Contract for Services between the State of Texas and Accenture LLP, DIR-CPO-5171 dated February 16, 2023 (the “**Cooperative Agreement**”), (the SOW and Cooperative Agreement, together referred to as “*Principal Agreements*”). This Addendum applies where, and to the extent that, Contractor processes Personal Data on behalf of City when providing Services under the Principal Agreements. This Addendum does not apply where Contractor is the Data Controller.

This Addendum shall also include: (i) Exhibit 1 – Details of Data Processing; and (ii) Exhibit 2 – Data Security Schedule.

The terms of the Principal Agreements are incorporated into this Addendum by this reference. The terms used in this Addendum shall have the meanings set forth in Section 1 (Definitions) below or elsewhere in this Addendum. Any capitalized term not otherwise defined herein will be as defined in the Principal Agreements. Except as modified below, the terms of the Principal Agreements shall remain in full force and effect.

In the event of any conflict or inconsistency between the terms of the Principal Agreements and this Addendum, the terms of this Addendum shall prevail with respect to the subject matter of this Addendum.

1. DEFINITIONS

“*City Personal Data*” means Personal Data that has been provided by or for City as part of the Services or collected and Processed by or for City through the Services.

“*Data Controller*” means the entity that determines the purposes and means of the Processing of Personal Data.

“*Data Processor*” means an entity that engages in the Processing of Personal Data on behalf of the Data Controller. As used herein, “Data Processor” includes, as applicable, a “processor” or “service Contractor” as such term is defined in applicable Data Protection Laws.

“*Data Protection Laws*” means all applicable local, state, and/or national law, and/or regulations, and U.S. Data Protection Laws, as applicable to the Processing of Personal Data under the Principal Agreements. For the avoidance of doubt, if Contractor is Processing City Personal Data that is not within the scope of a given Data Protection Law, then such law is not applicable for purposes of this Addendum.

“*Data Subject*” means the individual to whom Personal Data relates.

“Personal Data” has the meaning as defined under applicable Data Protection Laws, including without limitation, (i) any information relating to an identified or identifiable natural person; (ii) any information that identifies, relates to, describes, or could reasonably be linked, directly or indirectly, with a particular consumer or household; or (iii) any information about an individual that can be used to contact or locate such individual. As used herein, “Personal Data” includes, as applicable, “personal information” as such term is defined in the Data Protection Laws. Unless prohibited or specifically governed by applicable Data Protection Laws, Personal Data shall not include information or data that is anonymized, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

“Process” or **“Processing”** means any operation or set of operations which is performed upon City Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Security Incident” means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to City Personal Data.

“Subprocessor” means any Data Processor engaged by Contractor to assist in fulfilling its obligations with respect to providing the Services pursuant to the Principal Agreements or this Addendum.

“U.S. Data Protection Laws” means applicable U.S. privacy law or U.S. state privacy statutes and regulations relating to the protection of Personal Data, whether in existence as of the effective date of the Principal Agreements or promulgated thereafter, as amended or superseded.

2. PURPOSE OF THIS ADDENDUM

The purpose of this Addendum is solely to reflect the Parties’ agreement with regard to the Processing of City Personal Data in accordance with the requirements of applicable Data Protection Laws and this Addendum.

3. SCOPE OF THIS ADDENDUM

In the course of providing the Services to City pursuant to the Principal Agreements, Contractor may Process City Personal Data on behalf of City, and the Parties agree to comply with the provisions in this Addendum. Contractor shall not Process City Personal Data, except to perform and provide the Services and under the Principal Agreements, and only in accordance with the terms of this Addendum, City’s Instructions (as defined below), and applicable Data Protection Laws. Contractor will Process City Personal Data for the term of the Principal Agreements, unless otherwise agreed to by the Parties in writing or pursuant to a requirement under Data Protection Laws.

4. PROCESSING OF PERSONAL DATA

- a. Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of City Personal Data, City (and/or its Affiliates) is the Data Controller and Contractor is a Data Processor.

- b. City's Processing of Personal Data. City shall, in its access, use or configuration of the Services, Process City Personal Data in accordance with the requirements of Data Protection Laws. In addition, City's instructions for the Processing of City Personal Data shall comply with Data Protection Laws. City shall have sole responsibility for the accuracy, quality, and legality of City Personal Data and the means by which City acquired City Personal Data. City shall ensure that the City is entitled to transfer City Personal Data to Contractor so that Contractor and its Subprocessors may lawfully Process and transfer City Personal Data in accordance with this Addendum and the Principal Agreements on City's and its Affiliates' behalf. Without limiting the foregoing, City shall ensure that (i) it has provided notice and has obtained all consents and rights necessary for Contractor to Process City Personal Data pursuant to this Addendum and the Principal Agreements, and (ii) it shall not violate the rights of any Data Subject, including without limitation, any individual who has exercised their rights to opt out of sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws.
- c. Contractor's Processing of Personal Data. Contractor shall Process City Personal Data only for the purpose of providing the Services and in accordance with City's instructions, as set forth in this Addendum and the Principal Agreements. The parties agree that the City's instructions with regard to the Processing of City Personal Data are set out in this Addendum and the Principal Agreements. Processing outside the scope of these instructions (if any) will require prior written agreement between City and Contractor, including additional instructions for such Processing. Contractor acknowledges and confirms that it does not receive any City Personal Data as consideration for any Services or other items that Contractor provides to City. Contractor shall not have, derive, or exercise any rights or benefits regarding City Personal Data. Contractor shall not sell any City Personal Data, as such term is defined in applicable U.S. Data Protection Laws. In addition, Contractor shall not collect, combine, share, retain, or use any City Personal Data except as necessary to provide the Services for City and only within the direct business relationship with City. Taking into account the nature of the Services, Contractor will reasonably assist the City with meeting the City's compliance requirements under the applicable Data Protection Laws.
- d. Details of City Personal Data Processing. The details and the nature of the Processing of City Personal Data shall be set forth in Exhibit 1 to this Addendum. City instructs Contractor to Process City Personal Data for the following purposes: (i) Processing in accordance with the Principal Agreements, which includes updating the Services and preventing or addressing service or technical issues; (ii) Processing initiated by City's users in their use of the Services; (iii) Processing to comply with other reasonable instructions provided by City (e.g., via email) where such instructions are consistent with the terms of the Principal Agreements; and (iv) Processing as otherwise agreed by the parties in writing.

5. COOPERATION

- a. Requests. In the event that any request from individuals, Data Subjects, or applicable data protection authorities is made directly to Contractor where such request identifies City or requests access or disclosure of City Personal Data, Contractor shall not respond to such communication directly without City's prior authorization, unless legally required to do so, and instead, after being notified by Contractor, City shall respond. If Contractor is required to

respond to such a request, Contractor will promptly notify City and provide City with a copy of the request unless legally prohibited from doing so.

- b. Required Disclosures. To the extent Contractor is required under Data Protection Laws to make any required disclosures, Contractor will provide reasonably requested information regarding the Services as required by law.
- c. Records. Contractor will maintain applicable records regarding any Processing of City Personal Data it carries out for the City, including but not limited to, the access, control, and security of the City Personal Data, Subprocessors, the Processing purposes, and any other records required by the applicable Data Protection Laws. To the extent applicable to the Services, Contractor will promptly comply with any City request or instruction requiring Contractor to provide, amend, transfer or delete City Personal Data, or to stop, mitigate, or remedy any unauthorized Processing, and communicate such requirement or instruction to any applicable Subprocessor or onward recipient.

6. SUBPROCESSORS

- a. Appointment. City acknowledges and agrees that Contractor may engage third-party Subprocessors in connection with the provision of the Services. Contractor states that its authorized Subprocessors are the third-party suppliers identified in the SOW as subcontractors.
- b. Subprocessors. City approves Contractor's use of Subprocessors identified in Section 6(a) above, and Contractor will only appoint any new Subprocessors in accordance with the applicable requirements of applicable Data Protection Laws. If Contractor intends to utilize a new Subprocessor that is not identified in Section 6(a) above, Contractor shall give City thirty (30) days written notice before adding a new Subprocessor. Upon receiving any such notification, City may object in writing to Contractor's appointment of a new Subprocessor, provided that such objection is provided within thirty (30) days after notification and is based on reasonable grounds relating to data protection. If City does not object to any new Subprocessor within the thirty (30) day period, then City will be deemed to have provided its consent to the new appointment. If City provides its objection, then in such event, the Parties will discuss such concerns in good faith with a view to achieving resolution. If Contractor cannot provide an alternative Subprocessor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, City, as its sole and exclusive remedy, may terminate the Principal Agreements (including this Addendum). Following such termination, Contractor will refund to City any fees paid for such terminated Services.
- c. Requirements and Liability. Contractor shall enter into a written agreement with each Subprocessor imposing data protection terms that require the Subprocessor to protect the City Personal Data to the standard required by Data Protection Laws and this Addendum. Contractor shall be liable for the acts and omissions of its Subprocessors to the same extent Contractor would be liable if performing the services of each Subprocessor directly under the terms of this Addendum and the Principal Agreements.

7. SECURITY

- a. Security Program. Contractor shall maintain an information security program that includes administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of City Personal Data, which safeguards are set forth in the Principal Agreements. These safeguards are designed to be reasonably appropriate to (i) Contractor's business (including type, size, and scope); (ii) the amount of resources available to Contractor; (iii) the type of information that Contractor will store; and (iv) the need for security and confidentiality of such information. Contractor shall regularly monitor compliance with such safeguards.
- b. Security Measures. City acknowledges that Contractor's data security measures are subject to technical progress and development and that Contractor may update or modify its data security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the City.
- c. Personnel. Contractor restricts its personnel from Processing City Personal Data without authorization by Contractor in accordance with its standard security practices, and shall ensure that any person who is authorized by Contractor to Process City Personal Data is under an appropriate obligation of confidentiality.
- d. City Responsibilities. City agrees that except as expressly provided by this Addendum, City is responsible for its secure use of the Services. City may elect to implement technical or organizational measures in relation to City Personal Data, which may include (i) protecting account authentication credentials; (ii) protecting the security of City Personal Data when in transit to and from the Services; (iii) implementing measures to allow City to backup and archive appropriately in order to restore availability and access to City Personal Data in a timely manner in the event of a physical or technical incident; and (iv) taking any appropriate steps to securely encrypt or pseudonymize any City Personal Data. City acknowledges that Contractor will not assess the contents of City Personal Data in order to identify information subject to any specific legal requirements. City is solely responsible for complying with incident notification laws applicable to City and fulfilling any third-party notification obligations related to any Security Incidents.
- e. Security Incident Response. Upon confirming a Security Incident, Contractor shall: (i) notify City without undue delay, and in any event such notification shall, where feasible, occur no later than 72 hours from Contractor confirming the Security Incident; (ii) provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by City; and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. Contractor's notification of or response to a Security Incident under this sub-section will not be construed as an acknowledgment by Contractor of any fault or liability with respect to the Security Incident.

8. ASSESSMENTS

Contractor undertakes applicable data privacy assessments with respect to the Processing of City Personal Data. Additionally, Contractor shall provide reasonable assistance to City with any data protection impact assessments, and prior consultations with the data protection authorities,

that City reasonably considers to be required of any by any applicable Data Protection Laws, in each case, solely in relation to Processing of City Personal Data by Contractor, and taking into account the nature of the Processing and information available to Contractor.

9. RETURN OR DELETION OF DATA

Consistent with the Principal Agreements, Contractor will return or delete all City Personal Data following the termination of the Agreement, unless such City Personal Data is required to be maintained by Data Protection Laws, in which case it shall be held in accordance with the terms of this Addendum.

10. GENERAL TERMS

- a. Severance. If a provision is found unenforceable the remaining provisions of this Addendum will remain in full effect and an enforceable term will be substituted reflecting the parties' intent as closely as possible.
- b. Remedies. Any claim or remedies City may have against Contractor, any of its Affiliates and their respective employees, agents and Subprocessors arising under or in connection with this Addendum including but not limited to: (i) for breach of this Addendum; (ii) as a result of fines (administrative, regulatory or otherwise) imposed upon City; and (iii) under applicable Data Protection Laws, including any claims relating to damages paid to a Data Subject, will also be subject to the terms of the Principal Agreements.
- c. Law Enforcement Requests. Contractor will not disclose or provide access to any City Personal Data Processed by Contractor under this Addendum to a law enforcement agency, unless required by law. If a law enforcement agency contacts Contractor with a demand for City Personal Data, Contractor will attempt to redirect the law enforcement agency to request that data directly from City. If Contractor is compelled to disclose or provide access to any City Personal Data Processed under this Addendum to the law enforcement agency, Contractor will promptly notify City and provide a copy of the demand unless legally prohibited from doing so.
- d. Claims and Enforcement. Any claims against Contractor or its Affiliates under this Addendum shall be brought solely against the entity that is a party to the Principal Agreements.. No one other than a party to this Addendum, and their successors and permitted assignees, shall have any right to enforce any of its terms.
- e. Effective Date and Termination. This Addendum shall be deemed effective as of the later of (i) the effective date of the Principal Agreements or (ii) the effective date of this Addendum, if executed separately. This Addendum shall terminate simultaneously and automatically with the termination of the Principal Agreements. Notwithstanding expiration or termination of the Principal Agreements, this Addendum will remain in effect until, and will automatically expire upon, deletion of all City Personal Data by Contractor as described in this Addendum.
- f. Complete Agreement. The Principal Agreements and this Addendum constitute the entire and exclusive agreement between City and Contractor with respect to the Services and the subject

matter of this Addendum, and supersede and replace any other agreements, terms and conditions applicable to such subject matter.

IN WITNESS WHEREOF, the Parties hereby execute this Addendum as of the date set forth below.

Contractor

Kansas City, Missouri

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form

Assistant City Attorney

Exhibit 1 to Data Processing Addendum

Details of Processing – City Personal Data

Subject matter and duration of the Processing of City Personal Data:

The subject matter of the Processing of the City Personal Data is set out in the Principal Agreements (including all applicable attachments); namely – for Contractor to provide the relevant Services. The duration of the Processing of City Personal Data shall be for the Term of the Principal Agreements.

The nature and purpose of the Processing of City Personal Data:

The nature and purpose of the Processing of the City Personal Data are set out in the Principal Agreements and include:

1. Provision of the relevant Services;
2. Delivering any additional services, including providing technical support; and
3. Ongoing improvement by Contractor of the relevant Services.

The categories of Data Subject to whom the City Personal Data relates:

In general, the categories of Data Subjects may include City's end users, employees, contractors, vendors and other affiliated entities or third parties; provided, however, City acknowledges and agrees that City elects the categories of Data Subjects to whom the City Personal Data relates in City's sole discretion.

The types of City Personal Data to be Processed:

In general, the types of City Personal Data to be Processed under the Principal Agreements may include data uploaded to the Services by City, including without limitation, City's end users, employees, contractors, vendors and other affiliated entities or third parties and their names, physical addresses, email addresses, IP addresses and device identifiers; provided however, City acknowledges and agrees that City elects the types of City Personal Data to be Processed in City's sole discretion.