

ADDENDUM NO. 2 TO SOW

This Addendum 2 is made as of June 1, 2026 ("**Addendum Effective Date**") by and between Accenture LLP ("**Accenture**" or "**Successful Respondent**") and Kansas City, Missouri, a constitutionally chartered municipal corporation ("**Customer**" or "**Client**"). This Addendum No. 2 to SOW is subject to, and incorporates by reference, the terms and conditions of (i) the Workday Deployment Statement of Work entered into by the Parties simultaneously with this Addendum No. 2 and Addendum No. 1 to SOW ("**SOW**"), and (ii) the State of Texas Department of Information Resources Contract For Services between the State of Texas ("**State**"), acting by and through the Department of Information Resources ("**DIR**") and Accenture LLP, DIR-CPO-5171, dated February 16, 2023 ("**the Cooperative Agreement**"), as appended by the Parties in this Addendum No. 2 and Addendum No. 1 to SOW ("**Addendums**") (the SOW, Cooperative Agreement and the Addendums, collectively forming the "**Agreement**").

All capitalized terms not otherwise defined herein shall have the same meaning as in the Cooperative Agreement or SOW.

Whereas the Parties are entering into the SOW pursuant to the Cooperative Agreement, and wish to confirm certain provisions of the Cooperative Agreement for purposes of the SOW;

Now therefore, the Parties agree:

1. Notwithstanding anything to the contrary that may be contained in the Cooperative Agreement, in the event of a conflict in terms between this Addendum No 2 and Addendum No. 1, the SOW, and the Cooperative Agreement, as between Accenture and Customer, the Parties agree that the order of preference shall be as follows: this Addendum No. 2 and Addendum No. 1, the SOW and the Cooperative Agreement.
2. Pursuant to Sections 10.12(B) of the Cooperative Agreement, and except as otherwise set forth in this Addendum No. 2 and Addendum No. 1 and in the Cooperative Agreement, the Parties agree that Successful Respondent's liability for damages under the SOW to Customer shall be limited to two times the total amount value of the SOW.
3. Additionally, pursuant to Section 10.12(D) of the Cooperative Agreement, the Parties agree that Successful Respondent's obligation to indemnify Customer pursuant to Section 10.1.1(A)(i) and 10.1.1(A)(iii) shall be limited to two times the total value of the SOW, which shall be separate and distinct from the liability cap set forth above.
4. The remaining provisions governing the Parties' rights and obligations with respect to any additional limitation of liability provisions under the Cooperative Agreement shall remain in force and effect.

The authorized representatives of the Parties have signed this Addendum 2 to SOW.

Successful Respondent

Customer

Accenture LLP

Kansas City, Missouri

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to Form

Assistant City Attorney