



LEADER REPLACEMENT SYSTEM AGREEMENT

Exhibit D (Accenture plc Performance Guarantee)

Department of Public Social Services
Los Angeles County
12860 Crossroads Parkway South
City of Industry, CA 91746-3411

ACCENTURE PLC PERFORMANCE GUARANTEE

GUARANTEE, dated as of September 18, 2012 (this "Guarantee"), made by ACCENTURE plc, a company organized and existing under the laws of Ireland (the "Guarantor") with a registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland, in favor of the County of Los Angeles (the "Guaranteed Party"), under the agreement described on Annex A (the "Agreement").

RECITALS:

WHEREAS, Accenture LLP, an Illinois limited liability partnership (the "Subsidiary"), is a subsidiary of the Guarantor;

WHEREAS, the Subsidiary and the Guarantor are related businesses; and

WHEREAS, to induce the Guaranteed Party to enter into the Agreement and perform its obligations thereunder for the benefit of the Subsidiary, the Guarantor is entering into this Guarantee;

NOW THEREFORE, in consideration of the premises, the Guarantor agrees for the benefit of the Guaranteed Party as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement. The following terms shall have the following meanings when used in this Guarantee:

"Document": any document, instrument or other contract delivered or given in connection with the Agreement, as from time to time in effect.

"Guarantor": as defined in the preamble hereto, together with its successors and assigns (whether by way of merger, sale of capital stock, sale of assets or otherwise).

"Obligation": with respect to the Agreement, the obligations and liabilities of the Subsidiary, including without limitation, any and all of Subsidiary's performance and payment obligations arising under the Agreement, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, in any currency, that may arise with respect to any obligations, and any interest, fees or other costs or expenses payable thereto under or out of such Agreement or any Document relating thereto.

"Other Taxes": present or future stamp or documentary fees or taxes or any other excise or property taxes, charges or similar levies that arise from any payment made under this Guarantee or from the execution, delivery or registration of this Guarantee, excluding Taxes.

"Person": an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"Taxes": 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 thereof, and including any withholding made with respect to Taxes.

2. Guarantee.

(a) The Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party the prompt and complete performance by the Subsidiary, when due, of the Obligations owing to the Guaranteed Party. This Guarantee is an irrevocable, absolute and continuing guarantee of both performance and payment of the Obligations, including without limitation all of the Subsidiary's performance Obligations and its payment Obligations under Paragraphs 10 (Liquidated Damages) 34, (Termination for Insolvency) 35 (Termination for Default), 36 (Termination for Improper Consideration) and of the Agreement.

(b) The Guarantor further agrees to pay all reasonable expenses (including, without limitation, all reasonable fees and disbursements of counsel) that may be paid or incurred by the Guaranteed Party in enforcing any rights with respect to this Guarantee or the Obligations.

(c) Other than as provided in clause 2(b) with respect to enforcement expenses, and anything else in this Guarantee or in any Document to the contrary notwithstanding, the maximum liability of the Guarantor in respect of any or all Obligations shall in no event exceed those of the Subsidiary under the Agreement.

(d) Additionally, the Guarantor's obligation to make payments under this Guarantee shall be reduced in an amount corresponding any indefeasible payments made to the Guaranteed Party under the provision of that certain performance bond relating to the Agreement provided to the benefit of the Guaranteed Party and underwritten by *Liberty Mutual Surety Company* (the "Surety") in the amount of Sixty Million Dollars (\$60,000,000), which shall be maintained until three hundred and sixty-five (365) days after the completion of Phase 1 (Design/Development/Implementation Phase), and Twelve Million Dollars (\$12,000,000), thereafter, which shall be maintained until: (i) one hundred and eighty (180) days after termination of the Agreement pursuant to Paragraphs 34 (Termination for Insolvency), 35 (Termination for Default) (excluding Subparagraph 35.7), 36 (Termination for Improper Consideration), and /or 37 (Termination for Convenience); or (ii) any other termination of the Agreement or the expiration of the term of the Agreement.

3. Subsidiary Default. Nothing in this Guarantee shall grant to the Guaranteed Party any right of action against the Guarantor unless the Guaranteed Party has given all requisite notices of default to the Subsidiary pursuant to the Agreement and all applicable cure periods, if any, for the Subsidiary to cure such default(s) have expired. The Guaranteed Party shall send to the Guarantor copies of any notice of default sent to the Subsidiary. The

Guaranteed Party shall permit the Guarantor to cure the Subsidiary's default within the cure periods provided to the Subsidiary under the Agreement. The Guarantor may raise as a defense to liability under this Guarantee any contractual defense to payment or performance of Subsidiary's Obligations under the Agreement available to the Subsidiary, excepting the Subsidiary's insolvency or lack of due authorization.

4. No Recourse. No claim or recourse may be made or shall be had under this Guarantee against any direct or indirect, past, present or future, partners, members, shareholders or other direct or indirect holders of ownership interests in the Guarantor, whether by virtue of any statute or rule of law, or by assessment or penalty or otherwise. The Guaranteed Party expressly and irrevocably waives, by virtue of its acceptance of or reliance upon this Guarantee or its benefits, any such claim or recourse, and any liability otherwise arising therefrom.

5. No Subrogation; Contribution. The Guarantor shall 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, nor shall the Guarantor 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 as to which demands for payment under this Guarantee have been made, have been paid in full.

6. Amendments, etc. with respect to Obligations; Waiver of Rights. The obligations of the Guarantor under this Guarantee shall remain in effect and shall not be diminished or impaired by any of the following, and the Guarantor hereby waives any and all common law, equitable, statutory, or any other rights or defenses that Guarantor may otherwise have as a result of the following:

(a) any withdrawal of any demand (including the commencement and continuance of any legal proceedings) by the Guaranteed Party for payment or performance by the Subsidiary of any Obligations or for payment thereof under this Guarantee;

(b) any amendment, extension, modification or waiver of any Obligations or of any Documents relating therein;

(c) any adjustment, forbearance, indulgence or compromise by the Guaranteed Party of any Obligations and any other guarantee in respect thereof;

(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);

(e) any insolvency, bankruptcy, liquidation or dissolution of the Subsidiary or the Guarantor;

(f) any release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including without limitation, any negligent, unreasonable, willful, or unjustified impairment) of any collateral, security or property at any time existing in connection with, or assuring or securing the payment or performance Obligations of the Subsidiary under the Agreement or the obligations of the Guarantor under this Guarantee;

(g) the reorganization, merger, or consolidation of the Subsidiary or Guarantor into or with any other Person; and

(h) any payment by the Subsidiary to the Guaranteed Party held to be a preference under the bankruptcy laws of the United States or similar laws of any other jurisdiction, or for any reason the Guaranteed Party is required to refund any such payment or pay such amount to the Subsidiary or any other Person.

7. Guarantee Continuing.

(a) Except to the extent otherwise specifically contemplated herein, the Guarantor waives diligence, presentment and protest or other notice of any kind with respect to all Obligations. This Guarantee shall be construed as a continuing guarantee of performance of all Obligations owing to the Guaranteed Party by the Subsidiary under the Agreement and not a guarantee of collection.

(b) Except as set forth in Section 3 above, when pursuing its rights and remedies under this Guarantee against the Guarantor, the Guaranteed Party may, but shall be under no obligation to, pursue such rights and remedies as it may have against the Subsidiary or another guarantor, including, without limitation, the Surety, unless and until all the Obligations owing to the Guaranteed Party shall have been satisfied by payment in full. Any failure by the Guaranteed Party to pursue any rights or remedies, or to collect any amounts from the Subsidiary or another guarantor, including, without limitation, the Surety, shall not relieve the Guarantor from its obligations under this Guarantee.

(c) This Guarantee shall remain in full force and effect and be binding upon the Guarantor and its successors and assigns, and shall inure to the benefit of the Guaranteed Party and the respective successors, endorsees, transferees and assigns of the Guaranteed Party (to the extent that the Obligations have been transferred and are owing to such successor, endorsee, transferee or assign in accordance with the Agreement), until all the Obligations owing to the Guaranteed Party and the obligations of the Guarantor under this Guarantee shall have been satisfied by performance in full.

8. Reinstatement. This Guarantee shall be reinstated if at any time any payment of any Obligations must be returned by the Guaranteed Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Subsidiary or the Guarantor.

9. Payments. The Guarantor agrees that the payment Obligations owing to the Guaranteed Party shall be paid to the Guaranteed Party in the currency and at the location specified in the Agreement and any related Documents.

10. 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 and authority and legal right to own and operate its property and to conduct the business in which it is currently engaged;

(b) it has the power and authority and the legal right to execute and deliver, and to perform its obligations under, this Guarantee, and has taken all necessary action to authorize its execution, delivery and performance of this Guarantee, and this Guarantee has been duly executed;

(c) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms, subject to the effects of bankruptcy, solvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing;

(d) the execution, delivery and performance of this Guarantee will not violate or result in default in any applicable law, rule or regulation or any judgment, order or decree or agreement, instrument or undertaking applicable to the Guarantor and will not result in, or require, the imposition or creation of any lien on any of its properties or revenues pursuant to any of the foregoing, in each case in any material respect;

(e) no consent or authorization of, or filing or registration with, any governmental authority, and no consent of any other Person, is required in connection with the execution, delivery, performance, validity or enforceability of this Guarantee, other than as may have been obtained or made and is in full force and effect;

(f) there are no laws in effect in the jurisdiction in which the Guarantor is organized and principally conducts its business 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 as they become due or with insufficient or too small capital and except for laws requiring approvals, consents, authorizations or registrations that have been obtained or made (except where failure to obtain or make such approvals, consents, authorizations or registrations would not have a material adverse effect on the ability of the Guarantor to perform its obligations hereunder);

(g) it is not entitled to immunity from judicial proceedings and agrees that, in the event the Guaranteed Party brings any suit, action or proceeding in Los Angeles County to enforce any obligation or liability of the Guarantor arising, directly or indirectly, out of or relating to this Guarantee, no immunity from such suit, action or proceeding will be claimed by or on behalf of the Guarantor.

(h) The Guaranteed Party has made no representation, warranty or statement to the Guarantor in order to induce the Guarantor to enter into this Guarantee; and

(i) All representations and warranties made by the Guarantor shall be continuing and survive the execution of this Guarantee.

11. Notices. All notices and demands to or upon the Guaranteed Party or the Guarantor to be effective shall be in writing (or by telex, fax or similar transmission) and shall be deemed to have been duly given or made (a) if delivered by hand or courier, when delivered or (b) if given by mail, five calendar days after the date when deposited in the mails by certified or

registered mail, or (c) if by telex, fax or similar transmission, when sent and receipt has been confirmed, addressed as follows:

(i) if to the Guaranteed Party, at its address or transmission number for notices provided in the Agreement, or if no such address or transmission number is specified, then at the Guaranteed Party's main office; and

(ii) if to the Guarantor, at its address or transmission number for notices set forth under its signature below.

The Guaranteed Party and the Guarantor may change its address and transmission numbers for notices and demands by giving notice in the manner provided in this Section 11.

12. Amendments in Writing; No Waiver; Cumulative Remedies.

(a) None of the terms or provisions of this Guarantee may be waived, amended, supplemented, or otherwise modified except by a written instrument executed by the Guarantor and the Guaranteed Party.

(b) The Guaranteed Party shall not by any act (except by a written instrument pursuant to Section 12(a)) or by any delay, indulgence or omission be deemed to have waived any right or remedy hereunder. No failure to exercise, nor any delay in exercising on the part of the Guaranteed Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege under this Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by the Guaranteed Party of any right or remedy on any occasion shall not be construed as a bar to any right or remedy that the Guaranteed Party would otherwise have on any future occasion.

13. Judgment. The obligations of the Guarantor under this Guarantee for an amount due to the Guaranteed Party shall, notwithstanding any judgment in a currency (the "judgment currency") other than the currency in which such amount is denominated (the "original currency"), be discharged only to the extent that on the second business day following receipt by the Guaranteed Party of any sum in the judgment currency, the Guaranteed Party may, in accordance with normal banking procedures, purchase the original currency with the judgment currency; provided that if the amount of the original currency so purchased is less than the amount originally due to the Guaranteed Party in the original currency, the Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to pay to the Guaranteed Party the amount of such loss within 90 days after demand.

14. Submission To Jurisdiction; Waivers.

(a) The Guarantor irrevocably and unconditionally:

(i) submits for 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 non-exclusive general jurisdiction of the courts of the United States

of America for the Central District of Los Angeles, and the Superior Court of the State of California located in the County of Los Angeles, and in each case the appellate courts thereto;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court, and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Guarantor as provided in Section 11;

(iv) agrees that nothing in this Section shall affect the right of the Guaranteed Party to effect service of process in any other manner permitted by law or shall limit its right to sue in any other jurisdiction; and

(v) appoints Julie Sweet, General Counsel of Accenture plc (the "Process Agent") with an office at Accenture plc, 800 North Glebe Road, Arlington, Virginia 22203, U.S.A., Attention: 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 14(a)(i) and agrees promptly to appoint a successor Process Agent in the United States of America (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 the United States in a manner sufficient to act as Process Agent pursuant to applicable law.

(b) In any action or proceeding in any court described in Section 14(a)(i), 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 such process in the mails by certified or registered mail, addressed to the Guarantor as provided in Section 11. The Guarantor irrevocably and unconditionally authorizes and directs the Process Agent to accept such service on its behalf. The Guarantor agrees that, to the fullest extent permitted by applicable law, a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) The consent to personal jurisdiction set forth herein shall be self operative and no further instrument or action, other than service of process as provided for herein, shall be necessary in order to confer jurisdiction upon the Guarantor in any such court.

(d) Provided that service of process is effected upon the Guarantor in the manner prescribed by law, the Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise:

(i) any objection that it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in the previous paragraph;

(ii) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum; or

(iii) any claim that is not personally subject to the jurisdiction of the above-named courts.

(e) Provided that service of process is effected upon the Guarantor in one of the manners hereafter specified in this Guarantee or as otherwise permitted by law, the Guarantor agrees that final judgment from which the Guarantor has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon the Guarantor and may, so far as is permitted under applicable law, be enforced in the courts of any state or any Federal court and in any other courts to the jurisdiction of which the Guarantor is subject, including, without limitation, the courts of California by a suit upon such judgment and that the Guarantor will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

15. Taxes. Any and all payments by the Guarantor hereunder shall be made free and clear of and without deduction for any and all present or future fees, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding any Taxes. If the Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, the Guarantor will not reimburse the Guaranteed Party therefore, and: (a) the Guarantor shall make such deductions; (b) the Guarantor shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law; and within 30 days of any payment of Taxes, the Guarantor will furnish to the Guaranteed Party the original or a certified copy of a receipt evidencing payment thereof.

The Guarantor will indemnify the Guaranteed Party for the full amount of any Other Taxes (including, without limitation, any Other Taxes imposed by any jurisdiction on amounts payable under this paragraph) paid by it or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Other Taxes were correctly or legally asserted, within 30 days of the Guaranteed Party's request therefor. Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this paragraph shall survive the payment in full of the Obligations and the termination or revocation of this Guarantee.

16. Waivers of Jury Trial. The Guarantor irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating to this Guarantee and for any counterclaim thereto.

17. Successors and Assigns; Representatives.

(a) This Guarantee shall be binding upon the successors and assigns of the Guarantor, including those set forth in Section 7(c) above, and shall inure to the benefit of the Guaranteed Party and its successors, endorsees, transferees and assigns.

(b) The Guaranteed Party may be represented in giving any notices or asserting any rights under this Guarantee, by any trustee, agent or other similar representative on its behalf or on its behalf and others and, in such event, each reference to the Guaranteed Party shall, as appropriate, also be a reference to such trustee, agent or other representative.

(c) The Guarantor may merge with or enter into a scheme of arrangement, amalgamation, consolidation or other combination, whereby all or substantially all of the assets and liabilities of the Guarantor are transferred to another entity, without the prior consent of the Guaranteed Party, and may in connection therewith assign all of its rights and obligations under this Guarantee to a successor entity provided that, upon completion of such a transaction,

(i) the successor entity to the Guarantor shall own or control the Subsidiary or its successor or permitted assign as provided in the Agreement;

(ii) the total consolidated assets of such successor entity shall be substantially equal to or greater than those owned and controlled by the Guarantor immediately prior to such transaction or transactions; and

(iii) the successor entity to the Guarantor shall execute and deliver to the Guaranteed Party a replacement guarantee unconditionally assuming and agreeing to perform all of the Guarantor's obligations under this Guarantee.

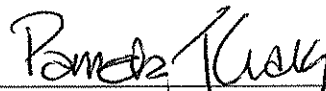
If the Guarantor should continue in legal existence after such transaction or transactions, it shall be entitled to require the Guaranteed Party simultaneously, upon delivery of such replacement guarantee, to execute and deliver to the Guarantor an instrument discharging the Guarantor of any obligation under this Guarantee as the same relates to the Guarantor.

18. Governing Law. This Guarantee shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

19. Partial Invalidity. If any provision of this Guarantee or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guarantee or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby and each provision of this Guarantee shall be valid and enforced to the fullest extent permitted by law.

20. Consideration. It is a condition of the grant, execution and delivery of the Agreement that the Guarantor execute and deliver this Guarantee. The Guarantor acknowledges and agrees that the grant, execution and delivery of the Agreement by the Subsidiary is in the Guarantor's best interests. The Guarantor makes this Guarantee knowing that the Guaranteed Party shall rely on this Guarantee in entering into the Agreement. The Guarantor conclusively acknowledges that the Guaranteed Party's reliance hereon is in every respect justifiable and the Guarantor received adequate and fair equivalent value for this Guarantee.

ACCENTURE PLC



Name: Pamela I. Craig

Title:



Address for Notices:

Accenture plc

800 North Glebe Road

Arlington, Virginia 22203

U.S.A Attention: General Counsel

(or, if different, the then current principal business
address of the duly appointed General Counsel of
Accenture plc)

Agreement

AGREEMENT FOR A LOS ANGELES ELIGIBILITY, AUTOMATED
DETERMINATION, EVALUATION AND REPORTING REPLACEMENT SYSTEM
("LEADER REPLACEMENT SYSTEM")

Contract No. _____.