

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-K**

(Mark One)

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended January 31, 2023

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-35680

**WORKDAY, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

20-2480422  
(I.R.S. Employer  
Identification No.)

6110 Stoneridge Mall Road  
Pleasanton, California 94588  
(Address of principal executive offices, including zip code)

(925) 951-9000  
(Registrant's telephone number, including area code)

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.001	WDAY	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

**Securities registered pursuant to section 12(g) of the Act:**

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933 ("Securities Act"). Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 ("Exchange Act"). Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the voting and non-voting stock of the registrant as of July 29, 2022 (based on a closing price of \$155.10 per share) held by non-affiliates was approximately \$31.0 billion. As of February 23, 2023, there were approximately 204 million shares of the registrant's Class A common stock, net of treasury stock, and 55 million shares of the registrant's Class B common stock outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive proxy statement for its 2023 Annual Meeting of Stockholders ("Proxy Statement"), to be filed within 120 days of the registrant's fiscal year ended January 31, 2023, are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. Except with respect to information specifically incorporated by reference in this Form 10-K, the Proxy Statement is not deemed to be filed as part of this Form 10-K.

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## PART I

As used in this report, the terms “Workday,” “registrant,” “we,” “us,” and “our” mean Workday, Inc. and its subsidiaries unless the context indicates otherwise.

Our fiscal year ends on January 31. References to fiscal 2023, for example, refer to the year ended January 31, 2023.

### SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements, which are subject to safe harbor protection under the Private Securities Litigation Reform Act of 1995. All statements contained in this report other than statements of historical fact, including statements regarding our future financial condition and operating results, business strategy and plans, and objectives for future operations, are forward-looking statements. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “seek,” “plan,” and similar expressions are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations, beliefs, and projections about future events, conditions, and trends that we believe may affect our financial condition, operating results, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements are subject to a number of risks, uncertainties, assumptions, and changes in circumstances that are difficult to predict and many of which are outside of our control, including those arising from the impact of recent macroeconomic events, inflation, and the coronavirus (“COVID-19”) pandemic, as well as those described in the “Risk Factors” section, which we encourage you to read carefully. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make.

In light of these risks, uncertainties, assumptions, and potential changes in circumstances, the future events, conditions, and trends discussed in this report may not occur and actual results could differ materially and adversely from those anticipated or implied by the forward-looking statements. Accordingly, you should not rely upon any forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activities, performance, or achievements. We are under no duty to update any of these forward-looking statements after the date of this report or to conform these statements to actual results or revised expectations, except as required by applicable law. If we do update any forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

### ITEM 1. BUSINESS

#### Overview

Workday is a leading provider of enterprise cloud applications for finance and human resources, helping customers adapt and thrive in a changing world. Workday provides more than 10,000 organizations with software-as-a-service solutions to help solve some of today’s most complex business challenges, including supporting and empowering their workforce, managing their finances and spend in an ever-changing environment, and planning for the unexpected.

Our purpose is to inspire a brighter work day for all. We strive to make the world of work and business better, and hope to empower customers to do the same through an innovative suite of solutions adopted by thousands of organizations around the world and across industries – from medium-sized businesses to more than 50% of the *Fortune* 500. Central to our purpose is a set of core values – with our employees as number one – followed by customer service, innovation, integrity, fun, and profitability. We believe that having happy employees leads to happy customers, and we are committed to helping our customers drive their digital transformations in this increasingly dynamic business environment.

As organizations adapt to changing conditions, we believe the need for an intuitive, scalable, and secure platform that ties finance, people, suppliers, and plans together in one version of truth is more important than ever. Workday provides organizations with a unified system that can help them plan, execute, analyze, and extend to other applications and environments, thereby helping them continuously adapt how they manage their business and operations. Workday embeds artificial intelligence (“AI”) and machine learning (“ML”) into the very core of our platform, enabling our applications to natively leverage AI and ML as part of the workflow. As a result, our AI and ML technology helps deliver better employee experiences, improve operational efficiencies, and provide insights for faster, data-driven decision-making. To support this, Workday delivers weekly product updates in addition to major feature releases twice a year. Through this model, Workday customers are able to stay current as one Workday community all on the same version of software that features a unified data and security model and rich user experience. We sell our solutions worldwide primarily through direct sales. We also offer professional services, as do our Workday Services Partners, to help customers deploy our solutions and continually adopt new capabilities.

In fiscal 2023, we announced a new Industry Accelerator program that combines Workday partners, solutions, and services to help speed cloud transformation efforts initially targeted at banking, healthcare, insurance, and technology companies. With these initiatives, we expect that Workday customers will benefit from a robust ecosystem, helping deliver additional innovation and solutions.

To grow our unified suite of Workday applications, we primarily invest in research and development, but we also selectively acquire companies that are consistent with our design principles, existing product set, corporate strategy, and company culture. We engage in acquisitions to augment our suite of applications, such as Peakon ApS (“Peakon”), a continuous listening platform that captures real-time employee sentiment; Zimit, a configure, price, quote (“CPQ”) solution built for services industries; and VNDLY, a cloud-based external workforce and vendor management technology.

## **Our Capabilities**

Workday’s suite of enterprise cloud applications addresses the evolving needs of the chief financial officer (“CFO”), chief human resources officer (“CHRO”), and chief information officer (“CIO”) across various industries. Workday applications for Financial Management, Spend Management, Human Capital Management (“HCM”), Planning, and Analytics and Benchmarking can also be extended to other applications and environments through the Workday Cloud Platform.

### ***Financial Management: Solutions for the Office of the CFO***

In the changing world of finance, Workday helps finance leaders accelerate their journeys towards becoming a truly digital finance operation by giving them the tools they need to manage the strategic direction of their organizations while also supporting growth, profitability, and compliance and regulatory requirements. Workday’s suite of financial management applications, built on a foundation with AI and ML at the core, helps enable CFOs to maintain accounting information in the general ledger; manage core financial processes such as payables and receivables; identify real-time financial, operational, and management insights; improve financial consolidation; reduce time-to-close; promote internal control and auditability; and achieve consistency across global finance operations.

### ***Spend Management: Solutions for the Office of the CFO***

As businesses adapt to changing conditions, Workday provides procurement professionals with tools to support them through the source-to-contract process, such as a user experience designed for ease and collaboration. Workday offers a set of cloud spend management solutions that help organizations streamline supplier selection and contracts, manage indirect spend, and build and execute sourcing events, such as requests for proposals.

### ***Human Capital Management: Solutions for the Office of the CHRO***

In the changing world of human resources (“HR”), Workday helps organizations identify and respond to rapidly changing conditions, whether they stem from shifting talent needs or a renewed focus on belonging and diversity. Workday’s suite of HCM applications allows organizations to manage the entire employee lifecycle – from recruitment to retirement – enabling HR teams to hire, onboard, pay, develop and reskill, and provide meaningful employee experiences that are personalized and helpful, based on listening to the diverse needs of today’s workforce. For example, our skills technology, built on an AI and ML foundation, helps organizations make the important shift to a skills-first approach, helping them prepare today for the jobs of tomorrow.

### ***Planning: Solutions for the Offices of the CFO and CHRO***

In today’s dynamic business environment, businesses are continuously planning to model various scenarios and preparing to quickly respond to change. Workday provides an active planning process that can model across finance, workforce, sales, and operational data, helping organizations make more informed decisions and respond quickly to changing situations. Workday leverages AI and ML to assist in creating forecasts that incorporate historical and third-party data, like economic data and labor statistics. When combined with Workday’s financial management and HCM solutions, organizations are able to leverage real-time transactional data to dynamically adjust and recalibrate their plans.

### ***Analytics and Benchmarking and Workday Cloud Platform: Solutions for the Offices of the CIO, CFO, and CHRO***

In the changing world of work, Workday helps leaders make sense of the vast amount of data they collect enterprise-wide. For example, information technology (“IT”) leaders are navigating the complexities of supporting employees in new environments, which requires them to deploy an adaptable, secure architecture to help ensure global continuity and productivity while remaining agile. Workday provides applications for analytics and reporting, including augmented analytics to surface insights to the line of business in simple-to-understand stories, machine learning to drive efficiency and automation, and benchmarks to compare performance against other organizations. In addition, Workday enables the development of extension applications and integration tooling that can accommodate our customers’ unique ways of doing business.

### ***Industries: Solutions for the Offices of the CIO, CFO, and CHRO***

Workday offers businesses flexible solutions to help them adapt to their industry-specific needs and respond to change. Workday’s applications serve industries such as healthcare, higher education, and professional services. For example, Workday provides supply chain and inventory solutions to healthcare organizations, allowing them to purchase, stock, track, and replenish their inventory to help support patient care. In addition, higher education institutions can deploy Workday’s solutions to manage the end-to-end student and faculty lifecycle. Moreover, with Workday’s solutions, professional services organizations can optimize and manage their client-facing projects.

### **Product Development**

At Workday, innovation is a core value. Our culture encourages out-of-the-box thinking and creativity, which enables us to create applications designed to change the way people work. We invest a significant percentage of our resources in product development and are committed to rapidly building and/or acquiring new applications and solutions. Our product development organization is responsible for product design, development, testing, and certification. We focus our efforts on developing new applications and core technologies, as well as further enhancing the usability, functionality, reliability, security, performance, and flexibility of existing applications.

### **Human Capital**

Workday was founded with the idea of putting people at the center of enterprise software, which is why employees are our number one core value. As of January 31, 2023, our global workforce consisted of approximately 17,700 employees in 32 countries. We consider our relations with our employees to be very good. Our Chief People Officer, in partnership with our Chief Diversity Officer, is responsible for developing and executing Workday’s human capital strategy, including programs focused on total rewards; belonging and diversity; and employee development, engagement, and wellbeing. Our Chief People Officer and Co-CEOs regularly update our Board of Directors and Compensation Committee on human capital matters and seek their input on subjects such as succession planning, executive compensation, and our company-wide equity programs.

#### ***Total Rewards***

Our compensation philosophy is designed to establish and maintain a fair and flexible compensation program that attracts and rewards talented individuals who possess the skills necessary to support our near-term objectives, create long-term value for our stockholders, grow our business, and assist in the achievement of our strategic goals. We believe that providing employees with competitive pay, ownership in the company, and a wide range of benefits is fundamental to employees feeling valued, motivated, and recognized for their contributions. Equity ownership is a key element of our compensation program, allowing employees to share in Workday’s successes and aligning the interests of our employees with our stockholders. Additionally, our total rewards package includes a cash bonus program, an employee stock purchase plan, healthcare and retirement benefits, paid time off, family leave, and other wellness programs. We also offer specialized benefits such as a holistic global mental and emotional health program, onsite and virtual healthcare resources, and support for fertility options and new parents, as well as reimbursement of adoption costs.

#### ***Our Commitment to Pay Parity***

We believe that all employees deserve to be paid fairly and equitably and be afforded an equal chance to succeed. We have a market-based pay structure that compares our roles to those of our peers in each region. This process helps ensure we pay according to the market value of the jobs we offer. We also have processes in place to make pay decisions based on internally consistent and fair criteria. Each year, we conduct a company-wide pay equity analysis to help ensure pay equity between men and women as well as a US-based analysis with respect to employees of different ethnicities. If we identify differences in pay, we research those differences and, if appropriate, take action (including making adjustments to employees’ pay, when appropriate).

### ***Belonging and Diversity***

We strive to be a workplace where all employees are valued for their unique perspectives and where we all collectively contribute to Workday’s success and innovation. Belonging and Diversity (“B&D”) helps us cultivate an equitable and inclusive environment for all. Whether it’s through creating resources and initiatives that enable and strengthen our culture, building inclusive products and technology, or hiring and developing diverse talent, our vision is to Value Inclusion, Belonging, and Equity (“VIBE”) for all.

We have made significant progress towards our ongoing company commitments to B&D. To track progress and plan for the future, we use internally developed products to bring diversity- and inclusion-related data into one centralized location and set our B&D strategy. Through these products, we can assess, measure, benchmark, and manage diversity and inclusion as well as empower our leaders to create B&D plans and measure performance and outcomes across areas such as hiring, development, and employee experience. Looking at our diversity data, we continue to make strides in our representation. To continue to improve employee representation, in 2020, we declared a set of company commitments to increase our overall representation of Black and Latinx employees in the U.S. by 30% and to double the number of our Black and Latinx leaders in the U.S. by the end of calendar year 2023. We have successfully surpassed our overall representation goal and as of January 31, 2023, we are at 86% of our goal to double the number of Black and Latinx leaders in the U.S. As of January 31, 2023, women represented 42% of our global employees and 37% of our leadership positions globally, and underrepresented minorities (defined as those who identify as Alaskan native, American Indian, Black, Latinx, Native Hawaiian, Other Pacific Islander, and/or two or more races) represented 14% of our U.S. employees and 10% of our leadership positions in the U.S.

We believe that talent is everywhere, but opportunity is not. Skills, education, and experience are gained in a variety of ways that are often not recognized in the traditional recruiting process. Talent acquisition at Workday ensures there is intentionality about weaving VIBE throughout our hiring practices to ensure an inclusive and equitable experience for all. We also invest in leading workforce development organizations who provide direct training and employment opportunities for candidates facing barriers to employment through our Opportunity Onramps programs.

### ***Learning and Development***

Our employees tell us they are most engaged when they are continuously being exposed to new things, empowered to build new skills, and able to make an impact. Our employees have instant access to training via several industry-leading learning platforms, which provide our global workforce with convenient, timely access to content from subject matter experts. We offer a number of educational resources, development opportunities, and a support community to guide employees throughout their Workday careers. For example, we developed Career Hub which helps our employees share skills and interests and receive relevant connections, curated learning content, and recommended jobs to help them on their career journeys. Using machine learning, Career Hub provides workers with suggestions to grow their skills and capabilities and encourages them to build a plan as they explore opportunities for continued career development.

Additionally, to foster a strong culture of compliance and ethics, we conduct annual compliance and ethics training of our Code of Conduct for all employees. In fiscal 2023, we had a 100% completion rate for our annual Code of Conduct training.

### ***Communication and Engagement***

Our culture and how we treat people are paramount at Workday, and we believe that being transparent and facilitating information sharing are key to our success. Workday leverages multiple communication channels to engage and inform employees, including company meetings, town halls, internal websites, and social collaboration tools. We also use Workday Peakon Employee Voice to collect feedback in real time from our employees and turn that feedback into dialog and action. Since we introduced Workday Peakon Employee Voice in fiscal 2022, we have had an average weekly participation rate of approximately 70% across our global employees, which reflects strong continuous participation by our employees. We receive data points from these surveys that help us identify actions to take to improve our company and our culture.

Buoyed by the opportunities offered by our own technology, our talent philosophy puts employees at the center of their own career and performance journey. A fundamental tenet of this approach is the belief that we should provide employees with the tools and framework to enable their careers, putting them in the driver’s seat. Our talent philosophy is centered on five factors that fuel employee success: enable contribution, grow capabilities, empower career, deepen connections, and align compensation and recognition.

Our talent and performance dashboard includes a summary of an employee’s five factors and provides a snapshot view of performance-related tasks, with a visual summary of goals, feedback, and growth opportunities. Employees can take action to update their contributions, capabilities, career, and connections using the quick links provided in the dashboard.

### ***Health, Safety, and Wellbeing***

At Workday, we take a holistic approach to our employees' wellbeing and have created wellbeing programs that focus on four core pillars: happiness, health, movement, and nutrition. These programs go beyond traditional medical benefits and wellness offerings and allow employees to focus on their chosen wellness goals as well as their mental health.

In fiscal 2023, we transitioned to a hybrid work model to provide flexibility for our employees to work from home, while still bringing people together to foster collaboration and innovation. We offer new remote-based employees a \$300 equipment stipend to enable them to have a comfortable work-from-home environment. To help keep health and mental wellness top of mind, we offer a series of programs and communications focused on mental health. These included tools and resources related to sleep, healthy eating, and mindfulness, as well as enhancements to our Employee Assistance Program to, among other things, facilitate access to mental health services.

Our Global Workplace Safety team supports the traditional corporate areas of employee health and safety and physical security for Workday on a global scale. From the workplace to work-related travel, we strive to keep our employees safe with programs including safety awareness training, emergency response protocols, and our ergonomics and life safety team programs.

### ***Giving and Doing***

In support of our efforts to give back to the communities where we live and work, our employees donate time and expertise as mentors and volunteers to help close the skills gap. On top of our strategic, company-led social impact and employee volunteerism efforts, we also believe that giving back is even more rewarding when people get to make an impact through their favorite causes. We encourage and support employee giving and volunteering through programs such as our charitable donation matching gift program, our paid time off benefit for employees to volunteer and give back to their communities, and our team volunteer experience, where employee teams of five or more can volunteer with a charity partner of their choice and receive grants of up to \$5,000.

### **Customers**

We primarily sell to medium-sized and large, global organizations that span numerous industry categories, including professional and business services, financial services, healthcare, education, government, technology, media, retail, and hospitality.

We have built a company culture centered around customer success and satisfaction. As part of their subscription, customers are provided support services and tools to enhance their experience with Workday applications. This includes 24/7 support; training; a Customer Success Management group to assist customers in production; and Workday Community, an online portal where customers can collaborate and share knowledge and best practices. Additionally, we offer extensive customer training opportunities and a professional services ecosystem of experienced Workday consultants and system integrators to help customers not only achieve a timely adoption of Workday but continue to get value out of our applications over the life of their subscription.

### **Sales and Marketing**

We sell our subscription contracts and related services globally, primarily through our direct sales organization, which consists of field sales and field sales support personnel. The Workday Field Sales team is aligned by geography, industry, and/or prospect size. We generate customer leads, accelerate sales opportunities, and build brand awareness through our marketing programs and strategic relationships. Our marketing programs largely target senior business leaders, including CFOs, CHROs, and CIOs. Our sales strategy also focuses on growing our relationships with our existing customers to expand the adoption of our suite of solutions over time.

As a core part of our sales and marketing strategy, we have developed a global ecosystem of partners to both broaden and complement our application offerings and to provide services that are outside of our area of focus. These relationships include software and technology partners, consulting and deployment service providers, business process outsourcing partners, and software partners of Workday Ventures, our strategic investment arm, who all help enable Workday to address the challenges our customers face while focusing on executing against our strategy.

## Seasonality

We have experienced seasonality in terms of when we enter into customer agreements for our services. Historically, we have signed a significantly higher percentage of agreements with new customers, as well as renewal agreements with existing customers, in the fourth quarter of each fiscal year due to large enterprise account buying patterns. Although these seasonal factors are common in the technology industry, historical patterns should not be considered a reliable indicator of our future sales activity or performance.

## Competition

The overall market for enterprise application software is rapidly evolving, highly competitive, and subject to changing technology, shifting customer needs, and frequent introductions of new products. We currently compete with large, well-established, enterprise application software vendors, such as Oracle Corporation (“Oracle”) and SAP SE (“SAP”). We also face competition from other enterprise software vendors, from regional competitors that only operate in certain geographic markets, and from vendors of specific applications that address only one or a portion of our applications, some of which offer cloud-based solutions. These vendors include UKG Inc.; Automatic Data Processing, Inc.; Infor, Inc.; Ceridian HCM Holding Inc.; Microsoft Corporation; Anaplan, Inc.; and Coupa Software Inc.

In addition, other cloud companies that provide services in different markets may develop applications or acquire companies that operate in our target markets, and some potential customers may elect to develop their own internal applications. However, the domain and industry expertise that is required for a successful solution in the areas of financial management, HCM, and analytics may inhibit new entrants that are unable to invest the necessary capital to accurately address global requirements and regulations. We expect continued consolidation in our industry that could lead to significantly increased competition.

We believe the principal competitive factors in our markets include:

- level of customer satisfaction and quality of customer references;
- speed to deploy and ease of use;
- breadth and depth of application functionality;
- total cost of ownership;
- brand awareness and reputation;
- adaptive technology platform;
- capability for configuration, integration, security, scalability, and reliability of applications;
- operational excellence to ensure system availability, scalability, and performance;
- ability to innovate and rapidly respond to customer needs;
- domain and industry expertise in applicable laws and regulations;
- size of customer base and level of user adoption;
- customer confidence in financial stability and future viability; and
- ability to integrate with legacy enterprise infrastructure and third-party applications.

We believe that we compete favorably based on these factors. Our ability to remain competitive will largely depend on our ongoing performance in product development and customer support.

For more information regarding the competitive risks we face, see “Risk Factors” included in Part I, Item 1A of this report.

## Intellectual Property

We rely on a combination of trade secrets, patents, copyrights, and trademarks, as well as contractual protections, to establish and protect our intellectual property rights. We require our employees, contractors, consultants, suppliers, and other third parties to enter into confidentiality and proprietary rights agreements, and we control access to software, documentation, and other proprietary information. Although we rely on intellectual property rights, including trade secrets, patents, copyrights, and trademarks, as well as contractual protections and controls to establish and protect our proprietary rights, we believe that factors such as the technological and creative skills of our personnel; creation of new products, features, and functionality; and frequent enhancements to our applications are more essential to establishing and maintaining our technology leadership position.



## **Governmental Regulation**

As a public company with global operations, we are subject to various federal, state, local, and foreign laws and regulations. These laws and regulations, which may differ among jurisdictions, include, among others, those related to financial and other disclosures, accounting standards, privacy and data protection, intellectual property, AI ethics and machine learning, corporate governance, tax, government contracting, trade, antitrust, employment, immigration and travel, import/export, and anti-corruption. The costs to comply with these governmental regulations are not material to the understanding of our business. For a further discussion of the risks associated with government regulations that may materially impact us, see “Risk Factors” included in Part I, Item 1A of this report.

## **Corporate Information**

We were incorporated in March 2005 in Nevada, and in June 2012, we reincorporated in Delaware. Our principal executive offices are located at 6110 Stoneridge Mall Road, Pleasanton, California 94588, and our telephone number is (877) WORKDAY. Our website address is [www.workday.com](http://www.workday.com). The information on, or that can be accessed through, our website is not part of this report. Workday, the Workday logo, VIBE, Peakon, Zimit, VNDLY, and Opportunity Onramps are trademarks of Workday, Inc., which may be registered in the United States and elsewhere. Other trademarks, service marks, or trade names appearing in this report are the property of their respective owners.

## **Available Information**

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and other filings with the Securities and Exchange Commission (“SEC”), and all amendments to these filings, can be obtained free of charge from our website at [www.workday.com/sec-filings](http://www.workday.com/sec-filings). The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at [www.sec.gov](http://www.sec.gov). Workday also uses its [blogs.workday.com](http://blogs.workday.com) website as a means of disclosing material non-public information and for complying with its disclosure obligations under Regulation FD. Information contained on or accessible through any website reference herein is not part of, or incorporated by reference in, this Form 10-K, and the inclusion of such website addresses is as inactive textual references only.

## ITEM 1A. RISK FACTORS

*Investing in our securities involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this report, including the consolidated financial statements and the related notes included elsewhere in this Annual Report on Form 10-K, before making an investment decision. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that materially and adversely affect our business. If any of the following risks actually occurs, our business operations, financial condition, operating results, and prospects could be materially and adversely affected. The market price of our securities could decline due to the materialization of these or any other risks, and you could lose part or all of your investment.*

### Summary of Risk Factors

The below summary risks provide an overview of the material risks we are exposed to in the normal course of our business activities. The below summary risks do not contain all of the information that may be important to you, and you should read these together with the more detailed discussion of risks set forth following this section, as well as elsewhere in this Annual Report on Form 10-K under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Additional risks beyond those summarized below, or discussed elsewhere in “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” may apply to our activities or operations as currently conducted or as we may conduct them in the future, or to the markets in which we currently operate or may in the future operate. Consistent with the foregoing, we are exposed to a variety of risks, including those associated with the following:

- any compromise of our information technology systems or the security measures of our service partners, or the unauthorized access of customer or user data;
- our ability to properly manage our technical operations infrastructure, including our data centers and computing infrastructure operated by third parties, or the impact of service outages or delays in the deployment of our applications, or the failure of our applications to perform properly;
- privacy concerns and evolving domestic or foreign laws and regulations;
- the impact of continuing global economic and geopolitical volatility, inflation, rising interest rates, and the measures we may take in response to such events;
- any loss of key employees or the inability to attract, train, and retain highly skilled employees;
- our ability to compete effectively in the intensely competitive markets in which we participate;
- exposure to risks inherent to sales to customers outside the United States or with international operations;
- any dissatisfaction of our users with the deployment, training, and support services provided by us and our partners;
- the fluctuation of our quarterly results;
- our ability to realize a return on our current development efforts or offer new features, enhancements, and modifications to our products and services, and our ability to realize a return on the investments we have made toward entering new markets and new lines of business;
- delays in the reflection of downturns or upturns in new sales in our operating results associated with long sales cycles;
- our ability to predict the rate of customer subscription renewals or adoptions;
- our ability to establish or maintain our strategic relationships with third parties, or any failure to successfully integrate our applications with third-party technologies;
- a failure to manage our growth effectively;
- our ability to realize the expected business or financial benefits of company, employee, or technology acquisitions;
- our history of cumulative losses;
- any failure to protect our intellectual property rights domestically and internationally;
- lawsuits against us by third parties for alleged infringement of their proprietary rights or in connection with our use of open source software;
- risks related to government contracts and related procurement regulations;
- any adverse litigation results;
- the limited ability of non-affiliates to influence corporate matters due to the dual class structure of our common stock;
- our substantial indebtedness;

- the limited ability of third parties to seek a merger, tender offer, or proxy contest due to Delaware law and provisions in our organizational documents; and
- the limited ability of a stockholder to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, or other employees due to the exclusive forum provision in our organizational documents.

### **Risks Related to Our Business and Industry**

***If we fail to properly manage our technical operations infrastructure, experience service outages, undergo delays in the deployment of our applications, or our applications fail to perform properly, we may be subject to liabilities and our reputation and operating results may be adversely affected.***

We have experienced significant growth in the number of users, transactions, and data that our operations infrastructure supports. We seek to maintain sufficient excess capacity in our operations infrastructure to meet the needs of all of our customers and users, as well as our own needs, and to ensure that our services and solutions are accessible within an acceptable load time. If we do not accurately predict our infrastructure requirements, we may experience service outages. Furthermore, if our operations infrastructure fails to scale, we may experience delays in providing service as we seek to obtain additional capacity, and no assurance can be made that we will be able to secure such additional capacity on the same or similar terms as we currently have, which could result in a significant increase in our operating costs. Moreover, any failure to scale and secure additional capacity could result in delays in new feature rollouts, reduce the demand for our applications, result in customer and end user dissatisfaction, and adversely affect our business and operating results.

We have experienced, and may in the future experience, defects, system disruptions, outages, and other performance problems, including the failure of our applications to perform properly. These problems may be caused by a variety of factors, including infrastructure and software or code changes, vendor issues, software and system defects, human error, viruses, worms, security attacks (internal and external), fraud, spikes in customer usage, and denial of service issues. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. Because of the large amount of data that we collect and process in our systems, it is possible that these issues could result in significant disruption, data loss or corruption, or cause the data to be incomplete or contain inaccuracies that our customers and other users regard as significant. Additionally, such issues have, and may in the future, result in vulnerabilities that could inadvertently result in unauthorized access to data. Furthermore, the availability or performance of our applications could also be adversely affected by our customers' and other users' inability to access the internet. For example, our customers and other users access our applications through their internet service providers. If a service provider fails to provide sufficient capacity to support our applications or otherwise experiences service outages, such failure could interrupt our customers' and other users' access to our applications, which could adversely affect their perception of our applications' reliability and our revenues. In addition, certain countries have implemented or may implement legislative and technological actions that either do or can effectively regulate access to the internet, including the ability of internet service providers to limit access to specific websites or content. Other countries have attempted or are attempting to change or limit the legal protections available to businesses that depend on the internet for the delivery of their services.

Our customer agreements typically provide for monthly service level commitments. If we are unable to meet the stated service level commitments or suffer extended periods of unavailability for our applications as a result of the foregoing or otherwise, we may be contractually obligated to issue service credits or refunds to customers for prepaid and unused subscription services, our customers may make warranty or other claims against us, or we could face contract terminations, which would adversely affect our attrition rates. Any extended service outages could result in customer losses and adversely affect our reputation, business, and operating results.

Furthermore, our financial management application is essential to our and our customers' financial planning, reporting, and compliance programs. Any interruption in our service may affect the availability, accuracy, or timeliness of such programs and as a result could damage our reputation, cause our customers to terminate their use of our applications, require us to issue refunds for prepaid and unused subscription services, require us to compensate our customers for certain losses, and prevent us from gaining additional business from current or future customers. In addition, because we use Workday's financial management application, any problems that we experience with financial reporting and compliance could be negatively perceived by prospective or current customers and negatively impact demand for our applications.

Our errors and omissions insurance may be inadequate or may not be available in the future on acceptable terms, or at all, to protect against claims and other legal actions. In addition, our policy may not cover all claims made against us and defending a suit, regardless of its merit, could be costly and divert management's attention.

***We depend on data centers and computing infrastructure operated by third parties, and any disruption in these operations could adversely affect our business and operating results.***

We host our applications and serve our customers and users from data centers operated by third parties located in the United States, Canada, and Europe. While we control and have access to our servers and all of the components of our network that are located in these data centers, we do not control certain aspects of these facilities, including their operation and security. The owners of these data center facilities have limited or no obligation to renew their agreements with us on commercially reasonable terms, or at all. If we are unable to renew these agreements on commercially reasonable terms, or if any of these data center operators are acquired, cease to do business, or stop providing contracted services, we may be required to transfer our servers and other infrastructure to new data center facilities, and we may incur significant costs and experience possible service interruptions in connection with doing so.

In addition, we rely upon third-party hosted infrastructure partners globally, including Amazon Web Services (“AWS”), Google LLC, and Microsoft Corporation, to serve customers and operate certain aspects of our services. Any disruption of or interference at our hosted infrastructure partners would impact our operations and our business could be adversely impacted. For example, in July 2022, we experienced a disruption at certain of our hosted data centers in two of our U.S. locations due to high temperatures and power outages that resulted in a brief temporary outage of our services for a subset of our customers. These facilities may also be subject to capacity constraints, financial difficulties, break-ins, sabotage, intentional acts of vandalism and similar misconduct, natural catastrophic events, as well as local administrative actions, changes to legal or permitting requirements, and litigation to stop, limit or delay operation.

Additionally, if these data center operators or hosted infrastructure partners are unable to keep up with our needs for capacity, this could have an adverse effect on our business. Any changes in third-party service levels at these data centers or at our hosted infrastructure partners, or any errors, defects, disruptions, or other performance problems with our applications or the infrastructure on which they run, including those related to cybersecurity threats or attacks, could adversely affect our reputation and may damage our customers’ or other users’ stored files or result in lengthy interruptions in our services. Interruptions in our services might adversely affect our reputation and operating results, cause us to issue refunds or service credits to customers for prepaid and unused subscription services, subject us to potential liabilities, result in contract terminations, or adversely affect our renewal rates.

***The extent to which the continuing global economic and geopolitical volatility, the impact of inflation on our costs and on customer spending, and measures taken in response to such events will continue to impact our business, financial condition, and operating results will depend on future developments, which are highly uncertain and difficult to predict.***

We operate on a global scale, and as a result, our business and revenues are impacted by global economic and geopolitical conditions. Global economic developments, downturns or recessions, and global health crises may negatively affect us or our ability to accurately forecast and plan our future business activity. For example, inflation rates have recently increased, and inflationary pressure may result in decreased demand for our products and services, increases in our operating costs (including our labor costs), reduced liquidity, and limits on our ability to access credit or otherwise raise capital. In response to the concerns over inflation risk, the U.S. Federal Reserve raised interest rates multiple times in 2022 and may continue to do so in the future. The COVID-19 pandemic has negatively impacted the global economy, disrupted global supply chains, and created significant volatility and disruption of financial markets. In addition, the Russian invasion of Ukraine in early 2022 has led to further economic disruption. While we do not operate in Russia and while our extended workforce in Ukraine is not a material part of our workforce, the conflict has increased inflationary cost pressures and supply chain constraints which have negatively impacted the global economy and may negatively impact the supply chain required to sustain our data centers and computing infrastructure operations. It is especially difficult to predict the impact of such events on the global economic markets, which have been and will continue to be highly dependent upon the actions of governments, businesses, and other enterprises in response to such events, and the effectiveness of those actions. As a result of these and other recent macroeconomic events, we have experienced volatility in the trading prices for our Class A common stock, and such volatility may continue in the long term. Any sustained adverse impacts from these and other recent macroeconomic events could materially and adversely affect our business, financial condition, operating results, and earnings guidance that we may issue from time to time, which could have a material effect on the value of our Class A common stock.

Our future revenues rely on continued demand by existing customers and the acquisition of new customers who may be subject to economic hardship, labor shortages, and global supply chain disruptions due to recent macroeconomic events and may delay or reduce their enterprise software spending to preserve capital and liquidity. In connection with recent macroeconomic events, we have experienced and may continue to experience delays in purchasing decisions from existing and prospective customers and a reduction in customer demand. Our business, financial condition, and operating results may be negatively impacted in future periods due to the prolonged impacts of recent macroeconomic events, including economic downturns or recessions. While our subscription services revenues are relatively predictable in the near term as a result of our subscription-based business model, the effect of recent macroeconomic events may not be fully reflected in our operating results and overall financial performance until future periods.

It is not possible for us to estimate the duration or magnitude of the adverse results of recent macroeconomic events and their effect on our business, financial condition, or operating results at this time, as the impact will depend on future developments, which are highly uncertain and difficult to predict. To the extent recent macroeconomic events adversely affect our business, financial condition, and operating results, it may also have the effect of heightening many of the other risks described in this “Risk Factors” section.

***We may lose key employees or be unable to attract, train, and retain highly skilled employees.***

Our success and future growth depend largely upon the continued services of our executive officers, other members of senior management, and other key employees. We do not have employment agreements with our executive officers or other key personnel that require them to continue to work for us for any specified period, and they could terminate their employment with us at any time. In December 2022, we announced the resignation of Chano Fernandez from his role as Co-CEO and the appointment of Carl Eschenbach as our Co-CEO, alongside Aneel Bhusri. From time to time, there may be changes in our executive management team and to other key employee roles resulting from organizational changes or the hiring or departure of executives or other employees, which could disrupt our business, impact our ability to preserve our culture, negatively affect our ability to attract and retain personnel, or otherwise have a serious adverse effect on our business and operating results.

To execute our growth plan, we must attract, train, and retain highly qualified personnel. Our ability to compete and succeed in a highly competitive environment is directly correlated to our ability to recruit and retain highly skilled employees, especially in the areas of product development, cybersecurity, senior sales executives, and engineers with significant experience in designing and developing software and internet-related services, including in the areas of AI and ML. The market for skilled personnel in the software industry is very competitive, and as we are headquartered in the San Francisco Bay Area, we face intense competition among large and small firms in the Silicon Valley market. The increased availability of hybrid or remote working arrangements has expanded the pool of companies that can compete for our employees and employment candidates. In addition, the expansion of our sales infrastructure, both domestically and internationally, is necessary to grow our customer base and business. Identifying and recruiting qualified personnel and training them in our sales methodology, our sales systems, and the use of our software requires significant time, expense, and attention. Our business may be adversely affected if our efforts to attract and train new members of our direct sales force do not generate a corresponding increase in revenues. We have experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications, and we may not be able to fill positions in desired geographic areas or at all.

Many of the companies with which we compete for experienced personnel have greater resources than we have and may offer more lucrative compensation packages than we offer. Our business may be adversely affected if we are unable to retain our highly skilled employees, especially our senior sales executives. Job candidates and existing employees carefully consider the value of the equity awards they receive in connection with their employment. If the perceived or actual value of our equity awards declines, or if the mix of equity and cash compensation that we offer is not sufficiently attractive, it may adversely affect our ability to recruit and retain highly skilled employees. Additionally, job candidates may be threatened with legal action under agreements with their existing employers if we attempt to hire them, which could have an adverse effect on hiring and result in a diversion of our time and resources. We must also continue to retain and motivate existing employees through our compensation practices, company culture, and career development opportunities. Further, our current and future office environments or our current hybrid work policies may not meet the expectations of our employees or prospective employees, and may amplify challenges in recruiting. If we fail to attract new personnel or to retain our current personnel, our business and future growth prospects could be adversely affected.

***The markets in which we participate are intensely competitive, and if we do not compete effectively, our operating results could be adversely affected.***

The markets for enterprise cloud applications are highly competitive, with relatively low barriers to entry for some applications or services. Some of our competitors are larger and have greater name recognition, significantly longer operating histories, access to larger customer bases, larger marketing budgets, and significantly greater resources to devote to the development, promotion, and sale of their products and services than we do. This may allow our competitors to respond more effectively than us to new or emerging technologies and changes in market conditions.

Our primary competitors are Oracle and SAP, well-established providers of financial management and HCM applications, which have long-standing relationships with many customers. Some customers may be hesitant to switch vendors or to adopt cloud applications such as ours and may prefer to maintain their existing relationships with competitors. We also face competition from other enterprise software vendors, from regional competitors that only operate in certain geographic markets, and from vendors of specific applications that address only one or a portion of our applications, some of which offer cloud-based solutions. These vendors include, without limitation: UKG Inc., Automatic Data Processing, Inc., Infor, Inc., Ceridian HCM Holding Inc., Microsoft Corporation, Anaplan, Inc., and Coupa Software Inc. In order to take advantage of customer demand for cloud applications, legacy vendors are expanding their cloud applications through acquisitions, strategic alliances, and organic development. In addition, other cloud companies that provide services in different target markets may develop applications or acquire companies that operate in our target markets, and some potential customers may elect to develop their own internal applications. As the market matures and as existing and new market participants introduce new types of technologies and different approaches that enable organizations to address their HCM and financial needs, we expect this competition to intensify in the future.

Furthermore, our current or potential competitors may be acquired by, or merge with, third parties with greater available resources and the ability to initiate or withstand substantial price competition. Our competitors may also establish cooperative relationships among themselves or with third parties that may further enhance their offerings or resources. Many of our competitors also have major distribution agreements with consultants, system integrators, and resellers. If our competitors' products, services, or technologies become more accepted than our products, if they are successful in bringing their products or services to market earlier than ours, or if their products or services are more technologically capable than ours, then our revenues could be adversely affected. In addition, our competitors may offer their products and services at a lower price, or may offer price concessions, delayed payment terms, financing terms, or other terms and conditions that are more enticing to potential customers in light of the challenging business environment created by economic downturn, or other recent macroeconomic conditions. Pricing pressures and increased competition could result in reduced sales, reduced margins, losses, or a failure to maintain or improve our competitive market position, any of which could adversely affect our business and operating results.

***Sales to customers outside the United States or with international operations expose us to risks inherent in global operations.***

A key element of our growth strategy is to further develop our worldwide customer base. Operating globally requires significant resources and management attention and subjects us to regulatory, economic, and political risks that are different from those in the United States. Our efforts to further expand internationally may not be successful in creating additional demand for our applications outside of the United States or in effectively selling subscriptions to our applications in all of the markets we enter. Foreign regulations, including privacy, data localization, and import/export regulations, are subject to change and uncertainty, including as a result of geopolitical developments, which may be amplified by macroeconomic conditions, including recession, or events such as the Russia-Ukraine conflict and the COVID-19 pandemic. We face other risks in doing business on a global scale that could adversely affect our business, including:

- the need to develop, localize, and adapt our applications and customer support for specific countries, including translation into foreign languages, localization of contracts for different legal jurisdictions, and associated expenses;
- the need to successfully develop and execute on a go-to-market strategy that aligns application management efforts and the development of supporting infrastructure;
- stricter data privacy laws including requirements that customer data be stored and processed in a designated territory and obligations on us as a data processor;
- difficulties in appropriately staffing and managing foreign operations and providing appropriate compensation for local markets;
- difficulties in leveraging executive presence and company culture globally;
- different pricing environments, longer sales cycles, and longer trade receivables payment cycles, and collections issues;
- new and different sources of competition;
- potentially weaker protection for intellectual property and other legal rights than in the United States and practical difficulties in enforcing intellectual property and other rights;
- laws, customs, and business practices favoring local competitors;
- restrictive governmental actions focused on cross-border trade, such as import and export restrictions, duties, quotas, tariffs, trade disputes, and barriers or sanctions, including due to the Russia-Ukraine conflict, that may prevent us from offering certain portions of our products or services to a particular market, may increase our operating costs or may subject us to monetary fines or penalties in case of unintentional noncompliance due to factors beyond our control;

- compliance challenges related to the complexity of multiple, conflicting, and changing governmental laws and regulations, including employment, tax, privacy, intellectual property, and data protection laws and regulations;
- increased compliance costs related to government regulatory reviews or audits, including those related to international cybersecurity requirements;
- increased financial accounting and reporting burdens and complexities;
- restrictions on the transfer of funds;
- ensuring compliance with anti-corruption laws, including the Foreign Corrupt Practices Act and United Kingdom (“UK”) Bribery Act;
- the effects of currency fluctuations on our revenues and expenses and customer demand for our services;
- the cost and potential outcomes of any international claims or litigation;
- adverse tax consequences and tax rulings; and
- unstable economic and political conditions.

Any of the above factors may negatively impact our ability to sell our applications and offer services globally, reduce our competitive position in foreign markets, increase our costs of global operations, and reduce demand for our applications and services from global customers. Additionally, the majority of our international costs are denominated in local currencies and we anticipate that over time an increasing portion of our sales contracts may be outside the U.S. and will therefore be denominated in local currencies. Additionally, global events, as well as geopolitical developments such as the Russia-Ukraine conflict, fluctuating commodity prices, trade tariff developments, economic downturn, and inflation have caused, and may in the future cause, global economic uncertainty, and uncertainty about the interest rate environment, which could amplify the volatility of currency fluctuations. Therefore, fluctuations in the value of foreign currencies may impact our operating results when translated into U.S. dollars. Such fluctuations may also impact our ability to predict our future results accurately. Although we have a hedging program to help mitigate some of this volatility and related risks, there can be no assurance that the hedging program will be effective in offsetting the adverse financial impacts that may result from unfavorable movements in foreign currency exchange rates.

***Our business could be adversely affected if our users are not satisfied with the deployment, training, and support services provided by us and our partners.***

Our business depends on our ability to satisfy our customers and end users, both with respect to our application offerings and the professional services that are performed to help them use features and functions that address their business needs. High customer satisfaction requires that our customers undergo a successful implementation and be properly trained on our applications to effectively implement and increase their level of adoption of such applications. Implementation of our applications may be technically complicated because they are designed to enable complex and varied business processes across large organizations, integrate data from a broad and complex range of workflows and systems, and may involve deployment in a variety of environments. Incorrect or improper implementation or use of our applications could result in customer and user dissatisfaction and harm our business and operating results.

In order for our customers to successfully implement our applications, they need access to highly skilled and trained service professionals. Professional services may be performed by our own staff, by a third party, or by a combination of the two. Our strategy is to work with third parties to increase the breadth of capability and depth of capacity for delivery of these services to our customers, and third parties provide a majority of deployment services for our customers. If customers are not satisfied with the quality and timing of work performed by us or a third party or with the type of professional services or applications delivered, or if we or a third party have not delivered on commitments made to our customers, then we could incur additional costs to address the situation, the revenue recognition of the contract could be impacted, and the dissatisfaction with our services could damage our ability to expand the applications subscribed to by our customers. Negative publicity related to our customer relationships, regardless of its accuracy, may further damage our business by affecting our ability to compete for new business with current and prospective customers both domestic and abroad.

Customers and other users also depend on our support organization to provision the environments used by our customers and to resolve technical issues relating to our applications. We may be unable to respond quickly enough to accommodate short-term increases in demand for support services. We may also be unable to modify the format of our support services to compete with changes in support services provided by our competitors. Increased demand for these services, without corresponding revenues, could increase costs and adversely affect our operating results. Failure to maintain high-quality technical support and training, or a market perception that we do not maintain high-quality support or training, could adversely affect our reputation, our ability to offer and sell our applications, our renewal rates, and our business and operating results.



***Our future success depends on the rate of customer subscription renewals or adoptions, and our revenues or operating results could be adversely impacted if we do not achieve renewals and adoptions at expected rates or on anticipated terms.***

As the markets for our applications mature, or as new competitors introduce new products or services that compete with ours, we may be unable to attract new customers at the same pace or based on the same pricing model as we have used historically. From time to time, we may also change our pricing structure, which could adversely impact demand for our products. Moreover, our customers have and may continue to request price concessions and delayed payment terms. Economic uncertainty and the risk or occurrence of global or domestic recessions can prompt existing and prospective customers to demand price concessions and delayed payment terms with increasing frequency and significance, and our competitors may become more likely to provide such concessions, which could adversely affect our revenues, profitability, financial position, and cash flows in any given period. Attrition of key personnel at our customers has impacted and may continue to impact our direct sales efforts. Furthermore, because our future revenue growth relies, in large part, on new customer acquisition, any inability of our sales force to establish relationships with potential customers during the current environment or prospects deferring buying decisions due to the economic uncertainty, is likely to have a negative impact on our future revenue growth and other financial measures.

In addition, our customers have no obligation to renew their subscriptions for our applications after the expiration of either the initial or renewed subscription period. If we are unable to successfully educate our customers on the benefits and features of our applications, or if our customers are aware of those benefits and features but do not use them, our customers may renew for fewer elements of our applications, renew on different pricing terms, or fail to renew, and market perceptions of our company and our applications may be impaired, and our reputation and brand may suffer. Our customers' renewal rates may also decline or fluctuate as a result of a number of other factors, the risk of which may be heightened by current macroeconomic conditions and may further increase if these conditions persist, including their level of satisfaction with our applications and pricing, their ability to continue their operations and spending levels, reductions in their headcount, and the evolution of their business. If our customers do not renew their subscriptions for our applications on similar pricing terms, our revenues may decline, and we may not be able to meet our revenue projections, which could negatively impact our business and the market price of our Class A common stock. In addition, over time the average term of our contracts could change based on renewal rates or for other reasons.

Our future success also depends, in part, on our ability to sell additional products to our current customers, and the success rate of such endeavors is difficult to predict, especially with regard to any new lines of business that we may introduce from time to time. This may require increasingly costly marketing and sales efforts that are targeted at senior management, and if these efforts are not successful, our business and operating results may suffer. Additionally, acquisitions of our customers by other companies have led, and could continue to lead, to cancellation of our contracts with those customers, thereby reducing the number of our existing and potential customers.

***Our quarterly results may fluctuate significantly and may not fully reflect the underlying performance of our business.***

Our quarterly operating results, including our revenues, subscription revenue backlog, operating margin, profitability, and cash flow, may vary significantly in the future and period-to-period comparisons of our operating results may not be meaningful. Accordingly, the results of any one quarter should not be relied upon as an indication of future performance. Our quarterly financial results may fluctuate as a result of a variety of factors, many of which are outside of our control, and as a result, may not fully reflect the underlying performance of our business. As discussed above, the extent to which global economic uncertainty, inflation, measures taken in response to the COVID-19 pandemic, and other recent macroeconomic events could continue to impact our operating results will depend on future developments, which are highly uncertain and difficult to predict. Fluctuations in our quarterly results and related impacts to any earnings guidance we may issue from time to time, including any modification or withdrawal thereof, may negatively impact the value of our securities. Additionally, as we typically sign a significantly higher percentage of agreements with new customers as well as renewal agreements with existing customers in the fourth quarter of each year, we may experience a greater impact on our business and quarterly results due to the prolonged uncertainty.

Additional factors that may cause fluctuations in our quarterly financial results include, without limitation, those listed below:

- our ability to attract new customers, customer renewal rates, the financial condition and creditworthiness of our customers, and the timing and rate at which we sign agreements with customers;
- the addition or loss of large customers, including through acquisitions or consolidations;
- regulatory compliance costs, including research and development costs incurred to add functionality to help our customers comply with evolving privacy and data security laws;
- the timing of recognition of revenues and operating expenses, including expenses related to acquisitions and potential future charges for impairment of goodwill;



- the amount and timing of operating expenses related to organizational changes, employee matters, and the maintenance and expansion of our business, operations, and infrastructure;
- network outages or security breaches;
- general economic, market, and geopolitical conditions, including the impact of recent economic downturn, the COVID-19 pandemic, the Russia-Ukraine conflict, inflation, and rising interest rates;
- increases or decreases in the number of elements of our services or pricing changes upon any renewals of customer agreements;
- the changes in payment terms and timing of customer payments and payment defaults by customers, including those impacted by the recent macroeconomic conditions;
- changes in our pricing policies or those of our competitors and the mix of applications sold during a period;
- seasonal variations in sales of our applications, which have historically been highest in our fiscal fourth quarter;
- the timing and success of new application and service introductions by us or our competitors;
- changes in the competitive dynamics of our industry, including consolidation among competitors, customers, or strategic partners, and the impact of strategic partnerships, acquisitions, or equity investments;
- expenses related to our real estate portfolio, including our leases and data center expansion; and
- changes in laws and regulations that impact our business or reported financial results, including changes in accounting principles generally accepted in the United States.

***If we are not able to realize a return on our current development efforts or offer new features, enhancements, and modifications to our services that are desired by current or potential customers, our business and operating results could be adversely affected.***

Developing software applications and related enhancements, features, and modifications is expensive, and the investment in product development often involves a long return on investment cycle. Accelerated application introductions and short application life cycles require high levels of expenditures that could adversely affect our operating results if not offset by revenue increases, and we believe that we must continue to dedicate a significant amount of resources to our development efforts to maintain our competitive position. However, we may not receive significant revenues from these investments for several years, if at all. Furthermore, macroeconomic conditions, including economic downturn, could have a continuing impact on our plans to offer certain new features, enhancements, and modifications of our applications in a timely manner, particularly if we experience impacts to productivity as our employees continue to work remotely pursuant to our hybrid work model. If we are unable to provide new features, enhancements to user experience, and modifications in a timely and cost-effective manner that achieve market acceptance, align with customer expectations, and that keep pace with rapid technological developments and changing regulatory landscapes, our business and operating results could be adversely affected. Some of our larger customers may also require features and functions unique to their business processes that we do not currently offer. In order to help ensure we meet these requirements, we may devote a significant amount of technology support and professional service resources to such customers. The success of enhancements, new features, and applications depends on several factors, including their timely completion, introduction, and market acceptance as well as access to development resources and the technologies required to build and improve our applications, such as the datasets required to train our machine learning models. If we are not successful in developing these new features, enhancements, modifications, and applications, and bringing them to market timely, it may negatively impact our customer renewal rates, limit the market for our solutions, or impair our ability to attract new customers.

***We have experienced rapid growth, and if we fail to manage our growth effectively, we may be unable to execute our business plan, maintain high levels of service and operational controls, or adequately address competitive challenges.***

We have experienced rapid growth in our customers, headcount, and operations and anticipate that we will continue to expand our customer base, headcount, and operations. This growth has placed, and future growth will place, a significant strain on our management, administrative, operational, and financial infrastructure. Our success will depend in part on our ability to manage this growth effectively, utilize our resources efficiently, and to scale our operations appropriately. To manage the expected growth of our operations and personnel, we will need to continue to improve our operational, financial, and management controls as well as our reporting systems and procedures. Failure to effectively manage growth or efficiently utilize our resources could result in difficulty or delays in deploying products and services to customers, declines in quality or customer satisfaction, increases in costs, difficulties in introducing new features, or other operational difficulties, and any of these difficulties could adversely impact our business performance and operating results.

***If we fail to develop widespread brand awareness cost-effectively, our business may suffer.***

We believe that developing and maintaining widespread positive awareness of our brand is critical to achieving widespread acceptance of our applications, retaining and attracting customers, and hiring and retaining employees. However, brand promotion activities may not generate the customer awareness or increased revenues we anticipate, and even if they do, any increase in revenues may not offset the significant expenses we incur in building our brand. Concerns about global economic and geopolitical volatility, including a possible or emergent recession, particularly if extended for prolonged periods, could impede our brand-building activities and could have negative effects on our ability to develop and maintain widespread positive awareness of our brand, which could harm our business, financial condition, and operating results.

If we fail to successfully promote and maintain our brand, or we fail to expand awareness of our newer solutions or products, we may fail to attract or retain customers necessary to realize a sufficient return on our brand-building efforts, or to achieve the widespread brand awareness that is critical for broad customer adoption of our applications. Additionally, the loss of one or more of our key customers, or a failure to renew our subscription agreements with one or more of our key customers, could significantly impair our ability to market our applications which, in turn, could have a negative impact on our revenues, reputation, and our ability to obtain new customers. In addition, if our brand is negatively impacted, it may be more difficult to hire and retain employees.

***If we cannot maintain our corporate culture, we could lose the innovation, teamwork, and passion that we believe contribute to our success, and our business may be harmed.***

We believe that a critical component of our success has been our corporate culture, as reflected in our core values: employees, customer service, innovation, integrity, fun, and profitability. We also believe that our commitment to our corporate culture, as well as our commitment to building products and services that help provide our customers with information regarding their own workforce and corporate culture, is part of the reason why our customers choose us. As we continue to grow, both organically and through acquisitions of employee teams, and develop the infrastructure associated with being a more mature public company, we will need to maintain our corporate culture among a larger number of employees who are dispersed throughout various geographic regions. Additionally, we and our stakeholders increasingly expect to have a corporate culture that embraces diversity and inclusion, and any inability to attract and retain diverse and qualified personnel may harm our corporate culture and our business. Moreover, our hybrid work policies require significant action to preserve our culture. As we continue to grow, we must be able to effectively integrate, develop, and motivate a large number of new employees, while maintaining the effectiveness of our business execution and the beneficial aspects of our corporate culture and values. Any failure to maintain or adapt our culture could negatively affect our future success, including our ability to retain and recruit personnel and to achieve our corporate objectives, including our ability to quickly develop and deliver new and innovative products.

***Our growth depends on the success of our strategic relationships with third parties as well as our ability to successfully integrate our applications with a variety of third-party technologies.***

We depend on relationships with third parties such as deployment partners, technology and content providers, and other key suppliers, and are also dependent on third parties for the license of certain software and development tools that are incorporated into or used with our applications. If the operations of these third parties are disrupted, including as a direct or indirect result of recent macroeconomic conditions, our own operations may suffer, which could adversely impact our operating results. In addition, we rely upon licensed third-party software to help improve our internal systems, processes, and controls. Identifying partners, and negotiating and documenting relationships with them, requires significant time and resources. We may be at a disadvantage if our competitors are effective in providing incentives to third parties to favor their products or services or to prevent or reduce subscriptions to our services, or in negotiating better rates or terms with such third parties. In addition, acquisitions of our partners by our competitors could end our strategic relationship with the acquired partner and result in a decrease in the number of our current and potential customers, or the support services available for third-party technology may be negatively affected by mergers and consolidation in the software industry. If we are unsuccessful in establishing or maintaining our relationships with these third parties, or in monitoring the quality of their products or performance, our ability to compete in the marketplace or to grow our revenues could be impaired and our operating results may suffer.

To the extent that our applications depend upon the successful integration and operation of third-party software in conjunction with our software, any undetected errors or defects in this third-party software, as well as cybersecurity threats or attacks related to such software, such as the Log4j (as defined below) vulnerability, could prevent the deployment or impair the functionality of our applications, delay new application introductions, result in a failure of our applications, result in increased costs, including warranty and other related claims from customers, and injure our reputation. Furthermore, software may not continue to be available to us on commercially reasonable terms. Although we believe that there are commercially reasonable alternatives to the third-party software we currently license, this may not always be the case, or it may be difficult or costly to replace. Integration of new software into our applications may require significant work and require substantial investment of our time and resources.

As Workday Mobile becomes increasingly important to Workday's customer experience, we also need to continuously modify and enhance our applications to keep pace with changes in third-party internet-related hardware, iOS, Android, other mobile-related technologies, and other third-party software, communication, browser, and database technologies, as well as with customer expectations. We must also appropriately balance the application capability demands of our current customers with the capabilities required to address the broader market. Furthermore, uncertainties about the timing and nature of new network platforms or technologies, or modifications to existing platforms or technologies, could increase our product development expenses. Any failure of our applications to operate effectively with future network platforms and other third-party technologies could reduce the demand for our applications, result in customer and end user dissatisfaction, and adversely affect our business and operating results. We may experience difficulties in managing improvements to our systems, processes, and controls or in connection with third-party software, which could materially impair our ability to provide solutions or professional services to our customers in a timely manner, cause us to lose customers, limit us to smaller deployments of our solutions, or increase our technical support costs.

***We have acquired, and may in the future acquire, other companies, employee teams, or technologies, which could divert our management's attention, result in additional dilution to our stockholders, and otherwise disrupt our operations and adversely affect our operating results.***

We have acquired, and may in the future acquire, other companies, employee teams, or technologies to complement or expand our applications, enhance our technical capabilities, obtain personnel, or otherwise offer growth opportunities. For example, we acquired Peakon, Zimit, and VNDLY in fiscal 2022. The pursuit of acquisitions may divert the attention of management, disrupt ongoing business, and cause us to incur various expenses in identifying, investigating, and pursuing suitable acquisitions, whether or not they are consummated.

These impacts may continue through integration activities. Moreover, we may be unable to complete proposed transactions timely or at all due to the failure to obtain regulatory or other approvals, litigation, or other disputes, which may obligate us to pay a termination fee. We also may not achieve the anticipated benefits from an acquisition due to a number of factors, including:

- inability to integrate the intellectual property, technology infrastructure, personnel, and operations of the acquired business, including difficulty in addressing security risks of the acquired business, or benefit from an acquisition in a profitable manner;
- acquisition-related costs, liabilities, or tax impacts, some of which may be unanticipated;
- difficulty in leveraging the data of the acquired business if it includes personal data;
- ineffective or inadequate controls, procedures, or policies at the acquired company and increased risk of non-compliance;
- multiple product lines or service offerings as a result of our acquisitions that are offered, priced, and supported differently, as well as the potential for such acquired product lines and service offerings to impact the profitability of existing products;
- the opportunity cost of diverting management and financial resources away from other products, services, and strategic initiatives;
- difficulties and additional expenses associated with synchronizing product offerings, customer relationships, and contract portfolio terms and conditions between Workday and the acquired business;
- unknown liabilities or risks associated with the acquired businesses, including those arising from existing contractual obligations or litigation matters;
- adverse effects on our brand or existing business relationships with business partners and customers as a result of the acquisition;
- potential write-offs of acquired assets and potential financial and credit risks associated with acquired customers;
- inability to maintain relationships with key customers, suppliers, and partners of the acquired business;
- difficulty in predicting and controlling the effect of integrating multiple acquisitions concurrently;
- lack of experience in new markets, products, or technologies;
- difficulty in integrating operations and assets of an acquired foreign entity with differences in language, culture, or country-specific regulatory risks;
- the inability to obtain (or a material delay in obtaining) regulatory approvals necessary to complete transactions or to integrate operations, or potential remedies imposed by regulatory authorities as a condition to or following the completion of a transaction, which may include divestitures, ownership or operational restrictions or other structural or behavioral remedies;
- the failure of strategic acquisitions to perform as expected or to meet financial projections, which may be heightened due to recent macroeconomic events and market volatility; and
- use of substantial portions of our available cash to consummate the acquisition.

In addition, a significant portion of the purchase price of companies we acquire may be allocated to acquired goodwill and other intangible assets, which must be assessed for impairment at least annually. In the future, if our acquisitions do not yield expected returns, we may be required to take charges to our operating results based on this impairment assessment process, which could adversely affect our operating results.

Acquisitions could also result in dilutive issuances of equity securities or the issuance of debt, which could adversely affect our operating results. In addition, if an acquired business fails to meet our expectations, our business, financial condition, and operating results may suffer.

***If we are not able to realize a return on the investments we have made toward entering new markets and new lines of business, our business and operating results could be adversely affected.***

We continue to seek opportunities to enter into new markets and/or new lines of business, some of which we may have very limited or no experience in. As an entrant to new markets and new lines of business, we may not be effective in convincing prospective customers that our solutions will address their needs, and we may not accurately estimate our infrastructure needs, human resource requirements, or operating expenses with regard to these new markets and new lines of business. We may also fail to accurately anticipate adoption rates of these new lines of business or their underlying technology. For example, AI and ML are propelling advancements in technology, but if they are not widely adopted and accepted or fail to operate as expected, our business and reputation may be harmed. Also, we may not be able to properly price our solutions in these new markets, which could negatively affect our ability to sell to customers. Furthermore, customers in these new markets or of the new lines of business may demand more features and professional services, which may require us to devote even greater research and development, sales, support, and professional services resources to such customers. If we fail to generate adequate revenues from these new markets and lines of business, or if we fail to do so within the envisioned timeframe, it could have an adverse effect on our business, financial condition, and operating results.

***Social and ethical issues relating to the use of new and evolving technologies, such as AI and ML, in our offerings may result in reputational harm and liability.***

A quickly evolving legal and regulatory environment may cause us to incur increased research and development costs, or divert resources from other development efforts, to address social and ethical issues related to AI and ML. We are increasingly building AI and ML into many of our offerings. As with many cutting-edge innovations, AI and ML present new risks and challenges, and existing laws and regulations may apply to us in new ways, the nature and extent of which are difficult to predict. The risks and challenges presented by AI and ML could undermine public confidence in AI and ML, which could slow its adoption and affect our business. We develop and offer machine learning products for use cases that could potentially impact human, civil, privacy, or employment rights and dignities. Failure to adequately address ethical and social issues that may arise with such use cases could negatively affect the adoption of our solutions and subject us to reputational harm, regulatory action, or legal liability, which may harm our financial condition and operating results. Potential government regulation related to AI ethics may also increase the burden and cost of research and development in this area. For example, to demonstrate compliance with the New York City Automated Employment Decision Tools law, which took effect January 1, 2023, customers may publicly disclose information, including the results of disparate impact analyses, about their use of our AI and ML products, subjecting us to reputational or business harm or legal liability. Employees, customers, or customers' employees who are dissatisfied with our public statements, policies, practices, or solutions related to the development and use of AI and ML may express opinions that could introduce reputational or business harm, or legal liability.

***Our aspirations and disclosures related to environmental, social, and governance ("ESG") matters expose us to risks that could adversely affect our reputation and performance.***

The positions we take on ESG matters, human capital management initiatives, and ethical issues from time to time may impact our brand, reputation, or ability to attract or retain customers. In particular, our brand and reputation are associated with our public commitments to environmental sustainability (including our science-based targets), strong corporate governance practices, equality, inclusivity, and ethical use, and any perceived changes in our dedication to these commitments could impact our relationships with potential and current customers, employees, stockholders, and other stakeholders. These commitments reflect our current plans and aspirations and are not guarantees that we will be able to achieve them. Our failure to accomplish or accurately track and report on these goals on a timely basis, or at all, could adversely affect our reputation, financial performance, and growth, and expose us to increased scrutiny from the investment community as well as enforcement authorities.

Our ability to achieve any ESG objective is subject to numerous risks, many of which are outside of our control. Examples of such risks include:

- the availability and cost of low- or non-carbon-based energy sources;
- the evolving regulatory requirements affecting ESG standards or disclosures;
- the availability of suppliers that can meet our sustainability, diversity and other ESG standards;

- our ability to recruit, develop and retain diverse talent in our labor markets;
- the availability and cost of high-quality verified emissions reductions and renewable energy credits;
- the ability to renew existing or execute on new virtual power purchase agreements; and
- the success of our organic growth and acquisitions or dispositions of businesses or operations.

Standards for tracking and reporting ESG matters continue to evolve. In addition, our processes and controls may not always comply with evolving standards for identifying, measuring, and reporting ESG metrics, including ESG-related disclosures that may be required of public companies by the SEC or other regulatory bodies, and such standards may change over time, which could result in significant revisions to our current goals, reported progress in achieving such goals, or ability to achieve such goals in the future. It is likely that increasing regulatory requirements and regulatory scrutiny related to ESG matters will continue to expand globally and result in higher associated compliance costs.

Further, we may rely on data provided by third parties to measure and report our ESG metrics and if the data input is incorrect or incomplete, our brand, reputation, and financial performance may be adversely affected. If our ESG practices do not meet evolving investor or other stakeholder expectations and standards, then our reputation, our ability to attract or retain employees, and our attractiveness as an investment, business partner, acquirer, or service provider could be negatively impacted. Further, our failure or perceived failure to pursue or fulfill our goals and objectives or to satisfy various reporting standards on a timely basis, or at all, could have similar negative impacts or expose us to government enforcement actions and private litigation.

#### **Risks Related to Cybersecurity, Data Privacy, and Intellectual Property**

***If our information technology systems are compromised or unauthorized access to customer or user data is otherwise obtained, our applications may be perceived as not being secure, our operations may be disrupted, our applications may become unavailable, customers and end users may reduce the use of or stop using our applications, and we may incur significant liabilities.***

Our applications involve the storage and transmission of our customers' sensitive and proprietary information, including personal or identifying information regarding our customers, their employees, customers, and suppliers, as well as financial, accounting, health, and payroll data. Additionally, our operations and the availability of the services we provide customers also depend on our information technology systems. As a result, a compromise of our applications or systems, or unauthorized access to, acquisition, use, tampering, release, alteration, theft, loss, or destruction of sensitive data, or unavailability of data or our applications, could disrupt our operations or impact the availability or performance of our applications; expose us and our customers to regulatory obligations and actions, litigation, investigations, remediation and indemnity obligations, or supplemental disclosure obligations; damage our reputation and brand; or result in loss of customer, consumer, and partner confidence in the security of our applications, an increase in our insurance premiums, loss of authorization under the Federal Risk and Authorization Management Program ("FedRAMP") or other authorizations, impairment to our business, and other potential liabilities or related fees, expenses, or loss of revenues.

The financial and personnel resources we employ to implement and maintain security measures, including our information security risk insurance policy, may not be sufficient to address our security needs. The security measures we have in place may not be sufficient to protect against security risks, preserve our operations and services and the integrity of customer and personal information, and prevent data loss, misappropriation, and other security breaches. Our information systems may be compromised by computer hackers, employees, contractors, or vendors, as well as software bugs, human error, technical malfunctions, or other malfeasance.

Cybersecurity threats and attacks are often targeted at companies such as ours and may take a variety of forms ranging from individuals or groups of security researchers, including those who appear to offer a solution to a vulnerability in exchange for some compensation, to sophisticated hacker organizations, including state-sponsored actors who may launch coordinated attacks, such as retaliatory cyber attacks stemming from the Russia-Ukraine conflict. In the normal course of business, we are and have been the target of malicious cyber-attack attempts and have experienced other security events. As our market presence grows, we may face increased risks of cybersecurity attack or other security threats. Key cybersecurity risks range from viruses, worms, ransomware, and other malicious software programs, to phishing attacks, to exploitation of software bugs or other defects, to targeted attacks against cloud services and other hosted software, any of which can result in a compromise of our applications or systems and the data we store or process, disclosure of Workday confidential information and intellectual property, production downtimes, reputational harm, and an increase in costs to the business. As the techniques used to obtain unauthorized access or sabotage systems change frequently, are becoming increasingly sophisticated and complex, and often are not identified until they are launched against a target, and because evidence of unauthorized activity may not have been captured or retained, or may be proactively destroyed by unauthorized actors, we may be unable to anticipate these attacks, assess the true impact they may have on our business and operations, or to implement adequate preventative measures. Future cyber-attacks and other security events may have a significant or material impact on our business and operating results.

There may also be attacks targeting any vulnerabilities in our applications, internally built infrastructure, enhancements, and updates to our existing offerings, or in the many different underlying networks and services that power the internet that our products depend on, most of which are not under our control or the control of our vendors, partners, or customers. Systems and processes designed to protect our applications, systems, software, and data, as well as customer data and other user data, and to prevent data loss and detect security breaches, may not be effective against all cybersecurity threats or perceived threats. We have been subject to such incidents, including through third-party service providers and in connection with acquisitions we have made. In addition, our software development practices have not and may not identify all potential privacy or security issues, and inadvertent disclosures of data have occurred and may occur. For example, in August 2022, we applied a fix in Workday Recruiting to address an issue that temporarily made certain information discoverable to unintended parties. We took immediate action to fix the issue, notify affected customers, and confirm this issue had not impacted Workday's other environments or applications. We have no indication that the data was accessed maliciously. We also performed an internal investigation and engaged a third party to penetration test the systems at issue, which caused, and may continue to cause, expense and business disruption. These efforts may not be completely effective or eliminate potential risks from this and similar incidents.

In December 2021, a critical remote code execution vulnerability was identified in the Apache Software Foundation's Log4j software library ("Log4j"). Log4j is an open source software broadly used in Java-based applications to log security and performance information. According to public information, a bad actor could have exploited the Log4j vulnerability to remotely access a vulnerable system, allowing the bad actor to then steal information, launch ransomware, or conduct other malicious activity. We promptly worked to remediate vulnerabilities related to Log4j in our environments and found no indication that customer data or environments containing customer data had been affected. While this issue did not materially affect our business or operating results, there is no assurance that such circumstances or other similar incidents in the future would not result in material adverse effect on our business.

Additionally, remote work and resource access, including our hybrid work model, may result in an increased risk of cybersecurity-related events such as phishing attacks, exploitation of any cybersecurity flaws that may exist, an increase in the number cybersecurity threats or attacks, and other security challenges as a result of most of our employees and our service providers continuing to work remotely from non-corporate managed networks.

Furthermore, we have acquired or partnered with a number of companies, products, services, and technologies over the years, and incorporated third-party products, services, and technologies into our own products and services. Addressing security issues associated with acquisitions, partnerships, incorporated technologies, and our supply chain requires significant resources, and we may still inherit additional risks upon integration with or use by Workday. In addition, if a high-profile security breach occurs with respect to an industry peer, our customers and potential customers may generally lose trust in the security of financial management, spend management, human capital management, planning, or analytics applications, or in cloud applications for enterprises in general. Any or all of these issues could negatively affect our ability to attract new customers, cause existing customers to elect to terminate or not renew their subscriptions, result in reputational damage, cause us to pay remediation and indemnity costs and/or issue service credits or refunds to customers for prepaid and unused subscription services, or result in lawsuits, regulatory fines, or other action or liabilities, any of which could adversely affect our business and operating results.

We rely on sophisticated information systems and technology, including those provided by third parties, for the secure collection, processing, transmission, storage of confidential, proprietary, and personal information, and to support our business operations and the availability of our applications. In the past several years, supply chain attacks have increased in frequency and severity. As we are both a provider and consumer of information systems and technology, we are at higher risk of being impacted either directly or indirectly by these attacks. The control systems, cybersecurity program, infrastructure, physical facilities of, and personnel associated with third parties that we rely on are beyond our control. The audits we periodically conduct of some of our third parties vendors may not guarantee the security of and may be unable to prevent security events impacting the information technology systems of third parties that are part of our supply chain or that provide valuable services to us, which could result in the unauthorized access to, acquisition, destruction, alteration, use, tampering, release, unavailability, theft or loss of confidential, proprietary, or personal data of Workday, our employees, our customers, or our third party partners, which could in turn disrupt our operations and ability to conduct our business or the availability of our applications, or otherwise adversely affect our business, financial condition, operating results, or reputation.

***Privacy concerns, evolving regulation of cloud computing, cross-border data transfer, and other domestic or foreign laws and regulations may reduce the adoption of our applications, result in significant costs and compliance challenges, and adversely affect our business and operating results.***

Legal requirements related to collecting, storing, handling, and transferring personal data are rapidly evolving at both the national and international level in ways that require our business to adapt to support customer compliance. As the regulatory focus on privacy intensifies worldwide, and jurisdictions increasingly consider and adopt privacy laws, the potential risks related to managing personal data by our business may grow. In addition, possible adverse interpretations of existing privacy-related laws and regulations by governments in countries where our customers operate, as well as the potential implementation of new legislation, could impose significant obligations in areas affecting our business or prevent us from offering certain services in jurisdictions where we operate.

Following the European Union's ("EU") passage of the General Data Protection Regulation ("GDPR"), which became effective in May 2018, the global data privacy compliance landscape outside of the EU has grown increasingly complex, fragmented, and financially relevant to business operations. As a result, our business faces current and prospective risks related to increased regulatory compliance costs, government enforcement actions and/or financial penalties for non-compliance, and reputational harm. For example, in July 2020, the Court of Justice of the EU invalidated the Privacy Shield framework, which enabled companies to legally transfer data from the European Economic Area to the United States. A U.S. Executive Order has been issued that should lead to the development of a new EU-U.S. Privacy Framework under which EU data can legally be transferred to the United States. Until that framework is formally established, uncertainty may continue about the legal requirements for transferring customer personal data to and from Europe, an integral process of our business that remains governed by, and subject to, GDPR requirements. Failure to comply with the GDPR data processing requirements by either ourselves or our subcontractors could lead to regulatory enforcement actions, which can result in monetary penalties of up to 4% of worldwide revenue, private lawsuits, reputational damage, and loss of customers. The UK government is considering amending its data protection legislation. If UK data protection changes significantly from EU norms, new data flow barriers could emerge, creating costs and complexity for companies. Other countries such as Russia, China, and India have also passed or are considering passing laws imposing varying degrees of restrictive data residency requirements. Regulatory developments in the United States present additional risks. For example, the California Consumer Privacy Act ("CCPA") took effect on January 1, 2020, and the California Privacy Rights Act ("CPRA"), which expands upon the CCPA, was passed in November 2020 and came into effect on January 1, 2023, with a "lookback" period to January 1, 2022. The CCPA and CPRA give California consumers, including employees, certain rights similar to those provided by the GDPR, and also provide for statutory damages or fines on a per violation basis that could be very large depending on the severity of the violation. Other states have enacted, or are considering, privacy laws as well. Furthermore, the U.S. Congress is considering numerous privacy bills, and the U.S. Federal Trade Commission continues to fine companies for unfair or deceptive data protection practices and may undertake its own privacy rulemaking exercise. In addition to government activity, privacy advocacy and other industry groups have established or may establish various new, additional, or different self-regulatory standards that customers may require us to adhere to and which may place additional burdens on us. Increasing sensitivity of individuals to unauthorized processing of personal data, whether real or perceived, and an increasingly uncertain trust climate may create a negative public reaction to technologies, products and services such as ours.

Taken together, the costs of compliance with and other obligations imposed by data protection laws and regulations may require modification of our services, limit use and adoption of our services, reduce overall demand for our services, lead to significant fines, penalties, or liabilities for noncompliance, or slow the pace at which we close sales transactions, any of which could harm our business. The perception of privacy concerns, whether or not valid, may inhibit the adoption, effectiveness, or use of our applications. Compliance with applicable laws and regulations regarding personal data may require changes in services, business practices, or internal systems that result in increased costs, lower revenue, reduced efficiency, or greater difficulty competing with foreign-based firms which could adversely affect our business and operating results.



***Any failure to protect our intellectual property rights domestically and internationally could impair our ability to protect our proprietary technology and our brand.***

Our success and ability to compete depend in part upon our intellectual property. We rely on patent, copyright, trade secret and trademark laws, trade secret protection, and confidentiality or license agreements with our employees, customers, suppliers, partners, and others to protect our intellectual property rights. However, the steps we take to protect our intellectual property rights may be inadequate. We have patent applications pending in the United States and throughout the world, but we may be unable to obtain patent protection for the technology covered in our patent applications. In addition, any patents issued to us in the future may not provide us with competitive advantages or may be successfully challenged by third parties. Furthermore, legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties, including those affiliated with state-sponsored actors, to copy or reverse engineer our applications, including with the assistance of insiders, and use information that we regard as proprietary to create products and services that compete with ours. Some license provisions protecting against unauthorized use, copying, transfer, and disclosure of our technology may be unenforceable under the laws of jurisdictions outside the United States. In addition, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. No assurance can be given that these agreements will be effective in controlling access to and distribution of our applications and proprietary information. Further, these agreements do not prevent our competitors or partners from independently developing technologies that are substantially equivalent or superior to our applications.

We may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming, and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights. Our failure to secure, protect, and enforce our intellectual property rights could have a serious adverse effect on our brand and business.

***We may be sued by third parties for alleged infringement of their proprietary rights.***

There is considerable patent and other intellectual property development activity in our industry. Our competitors, as well as a number of other entities and individuals, may own or claim to own intellectual property relating to our industry. From time to time, third parties may claim that our applications and underlying technology infringe or violate their intellectual property rights, even if we are unaware of the intellectual property rights that others may claim cover some or all of our technology or services, and we may be found to be infringing such rights. Any claims or litigation could cause us to incur significant expenses and, if successfully asserted against us, could require that we pay substantial damages or ongoing royalty payments, prevent us from offering our services, require us to change our products, technology, or business practices, or require that we comply with other unfavorable terms. We may also be obligated to indemnify our customers or business partners or pay substantial settlement costs, including royalty payments, in connection with any such claim or litigation and to obtain licenses, modify applications, or refund fees, which could be costly. In addition, we may be sued by third parties who seek to target us for actions taken by our customers, including through the use or misuse of our products. Even if we were to prevail in an intellectual property dispute, any litigation regarding our intellectual property could be costly and time-consuming and divert the attention of our management and key personnel from our business operations. Furthermore, from time to time we may introduce or acquire new products, including in areas where we historically have not competed, which could increase our exposure to patent and other intellectual property claims.



***Some of our applications utilize open source software, and any failure to comply with the terms of one or more of these open source licenses could negatively affect our business.***

Some of our applications include software covered by open source licenses, which may include, by way of example, GNU General Public License and the Apache License. The terms of various open source licenses have not been interpreted by United States courts, and there is a risk that such licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to market our applications. We attempt to avoid adverse licensing conditions in our use of open source software in our products and services. However, there can be no assurance that our efforts have been or will be successful. By the terms of certain open source licenses, we could be required to release the source code of our proprietary software, and to make our proprietary software available under open source licenses, if we combine our proprietary software with open source software in a certain manner. In the event that portions of our proprietary software are determined to be impacted by an open source license, we could be required to publicly release the affected portions of our source code, re-engineer all or a portion of our technologies, or otherwise be limited in the licensing of our technologies, each of which could reduce or eliminate the value of our technologies and services. In addition, the open source license terms for future versions of open source software that we use might change, requiring us to pay for a commercial license or re-engineer all or a portion of our technologies. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of the software. Many of the risks associated with usage of open source software cannot be eliminated and could negatively affect our business.

#### **Risks Related to Legal and Regulatory Matters**

***Unfavorable laws, regulations, interpretive positions or standards governing new and evolving technologies that we incorporate into our products and services could result in significant cost and compliance challenges and adversely affect our business and operating results.***

Some of our products and services, such as Workday's People Experience and Talent Optimization product suites, currently utilize or will utilize new and evolving technologies such as AI and ML and blockchain, including a variety of machine learning use cases that touch our finance and spend management product suites, among others. While existing laws and regulations may apply to these types of technologies, the overall regulatory environment governing these types of technologies is still currently undeveloped and likely to evolve as government interest in these technologies increases. Regulation of these technologies, as well as other technologies that we utilize in our products and services, also varies greatly among international, federal, state, and local jurisdictions and is subject to significant uncertainty. Governments and agencies domestic and abroad may in the future change or amend existing laws, or adopt new laws, regulations, or guidance, or take other actions which may severely impact the permitted uses of our technologies. Any failure by us to comply with applicable laws, regulations, guidance, or other rules could result in costly litigation, penalties, or fines. In addition, these regulations and any related enforcement actions could establish and further expand our obligations to customers, individuals, and other third parties with respect to our products and services, limit the countries in which such products and services may be used, restrict the way we structure and operate our business, require us to divert development and other resources, and reduce the types of customers and individuals who can use our products and services. Furthermore, our customers may operate in foreign jurisdictions, including countries in which we don't operate, and may be subject to additional laws and regulations outside the scope of our products. Increased regulation and oversight of products or services which utilize or rely on these technologies may result in costly compliance burdens or otherwise increase our operating costs, detrimentally affecting our business. These new technologies could subject us to additional litigation brought by private parties, which could be costly, time-consuming, and distracting to management and could result in substantial expenses and losses.

***We are subject to risks related to government contracts and related procurement regulations, which may adversely impact our business and operating results.***

Our contracts with federal, state, local, and foreign government entities are subject to various procurement regulations and other requirements relating to their formation, administration, performance, and termination, which could adversely impact our business and operating results. Government certification requirements applicable to our platform, including FedRAMP, may change and, in doing so, restrict our ability to sell into the governmental sector until we have attained the full or revised certification. These laws and regulations provide public sector customers various rights, many of which are not typically found in commercial contracts. For instance, the process of evaluating potential conflicts of interest and developing necessary provisions and contract clauses, where needed, may delay or prevent Workday from being awarded certain U.S. federal government contracts.

Additionally, we have obtained authorization under FedRAMP, which allows us to enter into the U.S. federal government market. Such certification is subject to rigorous compliance and if we lose our certification, it could inhibit or preclude our ability to contract with certain U.S. federal government customers. In addition, some customers may rely on our authorization under FedRAMP to help satisfy their own legal and regulatory compliance requirements and our failure to maintain FedRAMP authorization would result in a breach under public sector contracts obtained on the basis of such authorization. This could subject us to liability, result in reputational harm, and adversely impact our financial condition or operating results.

We may be subject to audits and investigations relating to our government contracts, and any violations could result in various civil and criminal penalties and administrative sanctions, including termination of contracts, refunding or suspending of payments, forfeiture of profits, payment of fines, and suspension or debarment from future government business. In addition, such contracts may provide for delays, interruptions, or termination by the government at any time, without cause, which may adversely affect our business and operating results and impact other existing or prospective government contracts.

***Adverse litigation results could have a material adverse impact on our business.***

We are regularly involved with claims, suits, purported class or representative actions, and may be involved in regulatory and government investigations and other proceedings, involving competition, intellectual property, data security and privacy, bankruptcy, tax and related compliance, labor and employment, commercial disputes, and other matters. Such claims, suits, actions, regulatory and government investigations, and other proceedings can impose a significant burden on management and employees, could prevent us from offering one or more of our applications, services, or features to others, could require us to change our technology or business practices, or could result in monetary damages, fines, civil or criminal penalties, reputational harm, or other adverse consequences. Adverse outcomes in some or all of these claims may result in significant monetary damages or injunctive relief that could adversely affect our ability to conduct our business. The litigation and other claims are subject to inherent uncertainties and management's view of these matters may change in the future. A material adverse impact in our consolidated financial statements could occur for the period in which the effect of an unfavorable outcome becomes probable and reasonably estimable.

***We may not be able to utilize a portion of our net operating loss or research tax credit carryforwards, which could adversely affect our profitability.***

As of January 31, 2023, we had federal and state net operating loss carryforwards due to prior period losses. If not utilized, the pre-fiscal 2018 federal and the state net operating loss carryforwards expire in varying amounts between fiscal 2024 and fiscal 2044. The federal net operating losses generated in and after fiscal 2018 do not expire and may be carried forward indefinitely. We also have federal research tax credit carryforwards, which if not utilized will expire between fiscal 2024 and fiscal 2044. These net operating loss and research tax credit carryforwards could expire unused and be unavailable to reduce future income tax liabilities, which could adversely affect our profitability. In addition, under Section 382 of the Internal Revenue Code of 1986, as amended, our ability to utilize net operating loss carryforwards or other tax attributes, such as research tax credits, in any taxable year may be limited if we experience an "ownership change." A Section 382 "ownership change" generally occurs if one or more stockholders or groups of stockholders who own at least 5% of our stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws. It is possible that an ownership change, or any future ownership change, could have a material effect on the use of our net operating loss carryforwards or other tax attributes, which could adversely affect our profitability.

***Unanticipated tax laws or any change in the application of existing tax laws to us or our customers, especially those limiting our ability to utilize our net operating loss and research tax credit carryforwards, may increase the costs of our services and adversely impact our profitability and business.***

We operate and are subject to taxes in the United States and numerous other jurisdictions throughout the world. Changes to federal, state, local, or international tax laws on income, sales, use, indirect, or other tax laws, statutes, rules, regulations, or ordinances on multinational corporations are currently being considered by the United States and other countries where we do business. These contemplated legislative initiatives include, but are not limited to, changes to transfer pricing policies and definitional changes to permanent establishment that could be applied solely or disproportionately to services provided over the internet. These contemplated tax initiatives, if finalized and adopted by countries, may ultimately impact our effective tax rate and could adversely affect our sales activity resulting in a negative impact on our operating results and cash flows.

In addition, existing tax laws, statutes, rules, regulations, or ordinances could be interpreted, changed, modified, or applied adversely to us (possibly with retroactive effect), which could require us to pay additional tax amounts, fines or penalties, and interest for past amounts. Existing tax laws, statutes, rules, regulations, or ordinances could also be interpreted, changed, modified, or applied adversely to our customers (possibly with retroactive effect), which could require our customers to pay additional tax amounts with respect to services we have provided, fines or penalties, and interest for past amounts. If we are unsuccessful in collecting such taxes from our customers, we could be held liable for such costs, thereby adversely impacting our operating results and cash flows. If our customers must pay additional fines or penalties, it could adversely affect demand for our services.

#### **Risks Related to Financial Matters**

***Because we encounter long sales cycles when selling to large customers and we recognize subscription services revenues over the term of the contract, downturns or upturns in new sales will not be immediately reflected in our operating results and may be difficult to discern.***

We generally recognize subscription services revenues over time as services are delivered to the customer, which typically occurs over a period of three years or longer. As a result, most of the subscription services revenues we report in each quarter are derived from the recognition of unearned revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscription contracts in any single quarter will likely have a minor impact on our revenue results for that quarter. However, such a decline will negatively affect our revenues in future quarters. Additionally, because much of our sales efforts are targeted at large enterprise customers, our sales cycles involve greater costs, longer sales cycles, the provision of greater levels of education regarding the use and benefits of our applications, less predictability in completing some of our sales, and varying deployment timeframes based on many factors including the number, type, and configuration of applications being deployed, the complexity, scale, and geographic dispersion of the customers' business and operations, the number of integrations with other systems, and other factors, many of which are beyond our control.

Our typical sales cycles are six to twelve months but can extend for eighteen months or more, and we expect that this lengthy sales cycle may continue or expand as customers increasingly adopt our applications beyond human capital management. Due to the uncertainty of the recent macroeconomic environment, we have started to see instances of increased scrutiny from existing and prospective customers and the lengthening of certain sales cycles, and expect this trend may continue. Longer sales cycles could cause our operating and financial results to suffer in a given period. Accordingly, the effect of significant downturns in sales and market acceptance of our applications, as well as potential changes in our pricing policies or rate of renewals, may not be fully reflected in our operating results until future periods. Additionally, we may be unable to adjust our cost structure to reflect any such changes in revenues. In addition, a majority of our costs are expensed as incurred, while revenues are recognized over the life of the customer agreement. As a result, increased growth in the number of our customers could result in our recognition of more costs than revenues in the earlier periods of the terms of our agreements. Our subscription model also makes it difficult for us to rapidly increase our revenues through additional sales in any period, as subscription services revenues from new customers generally are recognized over the applicable subscription term. Furthermore, our subscription-based model is largely based on the size of our customers' employee headcount. Therefore, the addition or loss of employees by our customers, including any significant reductions in force by our customers or customer insolvencies resulting from severe economic hardship, could have an impact on our subscription services revenues in any given period. Although we have downside protection in our customer agreements in the form of base minimums, should there be any prolonged decrease in our customers' headcounts, we could experience reduced subscription services revenues upon renewal or potentially outside of the renewal period, which could materially impact our business and operating results in any given period.

***Our historic revenue growth rates should not be viewed as indicative of our future performance.***

Our revenue growth rates have declined and may decline again in the future as the size of our customer base and market penetration increases. In addition, our future rate of growth is subject to a number of uncertainties, including general economic and market conditions, including those caused by recent economic downturn, as well as risks associated with growing companies in rapidly changing industries. Other factors may also contribute to declines in our growth rates, including slowing demand for our services, increasing competition, a decrease in the growth of our overall market, our failure to continue to capitalize on growth opportunities, and the maturation of our business, some of which may be magnified by macroeconomic conditions. As our growth rates decline, investors' perceptions of our business and the trading price of our securities could be adversely affected.

Additionally, our ability to accurately forecast our future rate of growth is limited. It is difficult to predict customer and other user adoption rates and demand for our applications, the future growth rate and size of the cloud computing market for our services, or the entry of competitive applications. Moreover, it has been, and due to recent macroeconomic events, rising rates of inflation and related interest rate increases, and concerns about a possible recession, we expect it will continue to be even more difficult for us to forecast our operating results. We plan our expense levels and investments on estimates of future revenues and anticipated rates of growth. If our growth does not meet estimates, we may not be able to adjust our spending quickly enough to avoid an adverse impact on our financial results as a consequence of spending that is not aligned with our actual performance.

Moreover, we have encountered and will encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries, including the risks and uncertainties described herein. If our assumptions regarding these risks and uncertainties (which we use to plan our business) are incorrect or change due to changes in our markets, or if we do not address these risks successfully, our operating and financial results could differ materially from our expectations and our business could suffer.

***We have a history of cumulative losses, and we may not achieve or sustain profitability on a GAAP basis in the future.***

Until recently, we had incurred significant net losses on a GAAP basis in each period since our inception in 2005 and our quarterly operating results may fluctuate in the future. We expect our operating expenses to increase in the future due to substantial investments we have made and continue to make to acquire new customers and develop our applications, anticipated increases in sales and marketing expenses, employee headcount growth expenses, product development expenses, operations costs, and general and administrative costs, and therefore we expect we may incur losses on a GAAP basis in the future. Furthermore, to the extent we are successful in increasing our customer base, we also expect to incur increased net losses in the acquisition period because costs associated with acquiring customers are generally incurred up front, while subscription services revenues are generally recognized ratably over the terms of the agreements, which are typically three years or longer. You should not consider any prior period GAAP-profitability and growth in revenues as indicative of our future performance. We cannot ensure that we will achieve GAAP profitability in the future or that, if we become GAAP-profitable in a certain period, we will sustain such profitability.

***We have substantial indebtedness which may adversely affect our financial condition and operating results.***

In April 2022, we issued \$3.0 billion aggregate principal amount of senior notes, consisting of \$1.0 billion aggregate principal amount of 3.500% notes due April 1, 2027 (“2027 Notes”), \$750 million aggregate principal amount of 3.700% notes due April 1, 2029 (“2029 Notes”), and \$1.25 billion aggregate principal amount of 3.800% notes due April 1, 2032 (“2032 Notes,” and together with the 2027 Notes and the 2029 Notes, “Senior Notes”). Additionally, in April 2022, we entered into a credit agreement (“2022 Credit Agreement”) which provides for a revolving credit facility in an aggregate principal amount of \$1.0 billion.

We may incur substantial additional debt in the future, some of which may be secured debt. There can be no assurance that we will be able to repay this indebtedness when due, or that we will be able to refinance this indebtedness on acceptable terms or at all.

In addition, our indebtedness could, among other things:

- make it difficult for us to pay other obligations;
- make it difficult to obtain favorable terms for any necessary future financing for working capital, capital expenditures, debt service requirements, or other purposes;
- adversely affect our liquidity and result in a material adverse effect on our financial condition upon repayment of the indebtedness;
- require us to dedicate a substantial portion of our cash flow from operations to service and repay the indebtedness, reducing the amount of cash flow available for other purposes;
- limit our flexibility in planning for and reacting to changes in our business;
- increase our vulnerability to the impact of adverse economic conditions, including rising interest rates (which can make refinancing existing indebtedness more difficult or costly); and
- negatively impact our credit rating, which could limit our ability to obtain additional financing in the future and adversely affect our business.

Our Senior Notes and 2022 Credit Agreement also impose restrictions on us and require us to maintain compliance with specified covenants. For example, our 2022 Credit Agreement includes a financial covenant that requires us to maintain a specific leverage ratio. Our ability to comply with these covenants may be affected by events beyond our control. If we breach any of the covenants and do not obtain a waiver from the lenders, then, subject to applicable cure periods, any outstanding indebtedness may be declared immediately due and payable. Any required repayment of our debt as a result of a fundamental change or other acceleration would lower our current cash on hand such that we would not have those funds available for use in our business.

***We are subject to risks associated with our equity investments, including partial or complete loss of invested capital, and significant changes in the fair value of this portfolio could adversely impact our financial results.***

We invest in early to late stage companies for strategic reasons and to support key business initiatives, and we may not realize a return on our equity investments. Many such companies generate net losses and the market for their products, services, or technologies may be slow to develop or never materialize. These companies are often dependent on the availability of later rounds of financing from banks or investors on favorable terms to continue their operations. The financial success of our investment in any company is typically dependent on a liquidity event, such as a public offering, acquisition, or other favorable market event reflecting appreciation to the cost of our initial investment. The capital markets for public offerings and acquisitions are dynamic and the likelihood of liquidity events for the companies we have invested in could deteriorate, which could result in a loss of all or a substantial part of our investment in these companies.

Further, valuations of non-marketable equity investments are inherently complex due to the lack of readily available market data. In addition, we may experience additional volatility to our results of operations due to changes in market prices of our marketable equity investments and the valuation and timing of observable price changes or impairments of our non-marketable equity investments. Volatility in the global market conditions, including recent economic disruptions, inflation, and ongoing volatility in the public equity markets, may impact our equity investments. This volatility could be material to our results in any given quarter and may cause our stock price to decline. In addition, our ability to mitigate this volatility and realize gains on investments may be impacted by our contractual obligations to hold securities for a set period of time. For example, to the extent a company we have invested in undergoes an initial public offering (“IPO”), we may be subject to a lock-up agreement that restricts our ability to sell our securities for a period of time after the public offering or otherwise impedes our ability to mitigate market volatility in such securities.

#### **Risks Related to Ownership of Our Class A Common Stock**

***Our Co-Founders have control over key decision making as a result of their control of a majority of our voting stock.***

As of January 31, 2023, our Co-Founder and CEO Emeritus David Duffield, together with his affiliates, held voting rights with respect to approximately 45 million shares of Class B common stock and 0.4 million shares of Class A common stock. As of January 31, 2023, our Co-Founder, Co-CEO, and Chairperson Aneel Bhusri, together with his affiliates, held voting rights with respect to approximately 8 million shares of Class B common stock and 0.3 million shares of Class A common stock. In addition, Mr. Bhusri holds 0.1 million restricted stock units, which will be settled in an equivalent number of shares of Class A common stock. Further, Messrs. Duffield and Bhusri have entered into a voting agreement under which each has granted a voting proxy with respect to certain Class B common stock beneficially owned by him effective upon his death or incapacity as described in our registration statement on Form S-1 filed in connection with our IPO. Messrs. Duffield and Bhusri have each initially designated the other as their respective proxies. Accordingly, upon the death or incapacity of either Mr. Duffield or Mr. Bhusri, the other would individually continue to control the voting of shares subject to the voting proxy. Collectively, the shares described above represent a substantial majority of the voting power of our outstanding capital stock. As a result, Messrs. Duffield and Bhusri have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of directors and any merger, consolidation, or sale of all or substantially all of our assets. As stockholders, even as controlling stockholders, they are entitled to vote their shares in their own interests, which may not always be in the interests of our stockholders generally.

In addition, Mr. Bhusri has the ability to control the management and affairs of our company as a result of his position as a member of our Board of Directors and an officer of Workday. Mr. Bhusri, in his capacity as a board member and officer, owes a fiduciary duty to our stockholders and must act in good faith in a manner he reasonably believes to be in the best interests of our stockholders.

***The dual class structure of our common stock has the effect of concentrating voting control with our Co-Founders, as well as with other executive officers, directors, and affiliates, which limits or precludes the ability of non-affiliates to influence corporate matters.***

Our Class B common stock has 10 votes per share and our Class A common stock, which is the stock that is publicly traded, has one vote per share. Stockholders who hold shares of Class B common stock, including our executive officers, directors, and other affiliates, together hold a substantial majority of the voting power of our outstanding capital stock as of January 31, 2023. Because of the ten-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively will continue to control a majority of the combined voting power of our common stock and therefore be able to control all matters submitted to our stockholders for approval until the conversion of all shares of all Class A and Class B shares to a single class of common stock on the date that is the first to occur of (i) October 17, 2032, (ii) such time as the shares of Class B common stock represent less than 9% of the outstanding Class A and Class B common stock, (iii) nine months following the death of both Mr. Duffield and Mr. Bhusri, or (iv) the date on which the holders of a majority of the shares of Class B common stock elect to convert all shares of Class A common stock and Class B common stock into a single class of common stock. This concentrated control will limit or preclude the ability of non-affiliates to influence corporate matters for the foreseeable future.

Future transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions, such as certain transfers effected for estate planning purposes. The conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. If, for example, Mr. Duffield and Mr. Bhusri retain a significant portion of their holdings of Class B common stock for an extended period of time, they could, in the future, continue to control a majority of the combined voting power of our Class A common stock and Class B common stock.

***Our stock price has been volatile in the past and may be subject to volatility in the future.***

The trading price of our Class A common stock has historically been volatile and could be subject to wide fluctuations in response to various factors, many of which are beyond our control. The factors that have and may in the future affect the trading price of our securities include, but are not limited to:

- overall performance of the equity markets;
- fluctuations in the valuation of companies perceived by investors to be comparable to us, such as high-growth or cloud companies, or in valuation metrics, such as our price to revenues ratio;
- guidance, as well as our ability to give guidance, as to our operating results and other financial metrics that we provide to the public, differences between our guidance and market expectations, our failure to meet our guidance, any withdrawal of previous guidance or changes from our historical guidance;
- the research and reports that securities or industry analysts publish about us or our business, and whether analysts who cover us downgrade our Class A common stock or publish unfavorable or inaccurate research about our business;
- variations in, and limitations of, the various financial and other metrics and modeling used by analysts in their research and reports about our business;
- announcements of technological innovations, new applications or enhancements to services, acquisitions, strategic alliances, or significant agreements by us or by our competitors;
- announcements of negative corporate developments by us or by our competitors and other high-growth or cloud companies including, among other things, any announcements related to security incidents;
- disruptions in our services due to computer hardware, software, or network problems;
- announcements of customer additions and customer cancellations or delays in customer purchases;
- recruitment or departure of key personnel;
- the economy as a whole, political and regulatory uncertainty, and market conditions in our industry and the industries of our customers;
- trading activity by directors, executive officers, and significant stockholders, or the perception in the market that the holders of a large number of shares intend to sell their shares;
- the size of our market float and significant stock option exercises;
- any future issuances of our securities;
- the inability to execute on our publicly announced program to repurchase up to \$500 million of our outstanding shares of Class A common stock (the “Share Repurchase Program”) as planned, including failure to meet internal or external expectations around the timing or price of share repurchases, and any reductions or discontinuances of repurchases thereunder;
- the impact of current macroeconomic conditions, including the ongoing COVID-19 pandemic and associated economic downturn, inflationary pressures, and recession;
- environmental, social, governance, ethical, and other issues impacting our brand;

- our operating performance and the performance of other similar companies; and
- the sale or availability for sale of a large number of shares of our Class A common stock in the public market.

Additionally, the stock markets have at times experienced extreme price and volume fluctuations that have affected and may in the future affect the market prices of equity securities of many companies. These fluctuations have, in some cases, been unrelated or disproportionate to the operating performance of these companies. Further, the trading prices of publicly traded shares of companies in our industry have been particularly volatile and may be very volatile in the future.

In the past, some companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could harm our business.

***We may not realize the anticipated long-term stockholder value of our Share Repurchase Program.***

In November 2022, our Board of Directors authorized the Share Repurchase Program under which we may repurchase up to \$500 million of shares of our Class A common stock. The Share Repurchase Program has a term of 18 months, but the program may be modified, suspended, or terminated at any time. Such repurchases may be made through open market transactions, through privately negotiated transactions, or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1, in accordance with applicable securities laws and other restrictions.

Any failure to repurchase stock after we have announced our intention to do so may negatively impact our reputation and investor confidence in us and may negatively impact our stock price.

The existence of the Share Repurchase Program could cause our stock price to trade higher than it otherwise would and could potentially reduce the market liquidity for our stock. Although the Share Repurchase Program is intended to enhance long-term stockholder value, there is no assurance it will do so because the market price of our common stock may decline below the levels at which we repurchased shares and short-term stock price fluctuations could reduce the effectiveness of this program.

Repurchasing our common stock will reduce the amount of cash we have available to fund working capital, repayment of debt, capital expenditures, strategic acquisitions or business opportunities, and other general corporate purposes, and we may fail to realize the anticipated long-term stockholder value of the Share Repurchase Program. Furthermore, the timing and amount of any repurchases, if any, will be subject to liquidity, market and economic conditions, compliance with applicable legal requirements such as Delaware surplus and solvency tests, and other relevant factors.

***Delaware law and provisions in our restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer, or proxy contest difficult, thereby depressing the market price of our Class A common stock.***

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law ("DGCL") may discourage, delay, or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our restated certificate of incorporation and amended and restated bylaws contain provisions that may make the acquisition of Workday more difficult, including the following:

- any transaction that would result in a change in control of our company requires the approval of a majority of our outstanding Class B common stock voting as a separate class;
- our dual class common stock structure, which provides our Co-Founders with the ability to control the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A and Class B common stock;
- our Board of Directors is classified into three classes of directors with staggered three-year terms and directors are only able to be removed from office for cause;
- when the outstanding shares of our Class B common stock represent less than a majority of the combined voting power of common stock:
  - certain amendments to our restated certificate of incorporation or amended and restated bylaws will require the approval of two-thirds of the combined vote of our then-outstanding shares of Class A and Class B common stock;
  - our stockholders will only be able to take action at a meeting of stockholders and not by written consent; and
  - vacancies on our Board of Directors will be able to be filled only by our Board of Directors and not by stockholders;
- only our chairperson of the board, co-chief executive officers, co-presidents, or a majority of our Board of Directors are authorized to call a special meeting of stockholders;
- certain litigation against us can only be brought in Delaware;



- we will have two classes of common stock until the date that is the first to occur of (i) October 17, 2032, (ii) such time as the shares of Class B common stock represent less than 9% of the outstanding Class A and Class B common stock, (iii) nine months following the death of both Mr. Duffield and Mr. Bhusri, or (iv) the date on which the holders of a majority of the shares of Class B common stock elect to convert all shares of Class A common stock and Class B common stock into a single class of common stock;
- our restated certificate of incorporation authorizes undesignated preferred stock, the terms of which may be established, and shares of which may be issued, without the approval of the holders of Class A common stock; and
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders.

In addition, Section 203 of the DGCL imposes certain restrictions on mergers, business combinations, and other transactions between us and holders of 15% or more of our common stock, which may discourage, delay, or prevent a change in control of our company.

Furthermore, the change in control repurchase event provisions of our Senior Notes may delay or prevent a change in control of our company, because those provisions allow note holders to require us to repurchase such notes upon the occurrence of a fundamental change or change in control repurchase event.

These anti-takeover defenses could discourage, delay, or prevent a transaction involving a change in control of our company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could depress the market price of our securities.

***The exclusive forum provision in our organizational documents may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, or other employees, which may discourage lawsuits with respect to such claims.***

Our restated certificate of incorporation and our bylaws, to the fullest extent permitted by law, provide that the Court of Chancery of the State of Delaware is the exclusive forum for: any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the DGCL, our restated certificate of incorporation, or our amended and restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. There is uncertainty as to whether a court would enforce this exclusive forum provision with respect to claims under the Securities Act. If a court were to find the choice of forum provisions contained in our restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, financial condition, and operating results.

Our bylaws include a provision providing that the federal district courts of the United States of America will, to the fullest extent permitted by law, be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act ("Federal Forum Provision"). Our decision to adopt a Federal Forum Provision followed a decision by the Supreme Court of the State of Delaware holding that such provisions are facially valid under Delaware law. While there can be no assurance that federal or state courts will follow the holding of the Delaware Supreme Court or determine that the Federal Forum Provision should be enforced in a particular case, application of the Federal Forum Provision means that suits brought by our stockholders to enforce any duty or liability created by the Securities Act must be brought in federal court and cannot be brought in state court.

In addition, neither the exclusive forum provision in our restated certificate of incorporation nor the Federal Forum Provision applies to suits brought to enforce any duty or liability created by the Exchange Act. Accordingly, actions by our stockholders to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder must be brought in federal court, and our stockholders will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder.

Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to our exclusive forum provisions, including the Federal Forum Provision. These provisions may limit a stockholders' ability to bring a claim in a judicial forum of their choosing for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees.

***We do not intend to pay dividends for the foreseeable future.***

We have never declared nor paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future. Consequently, stockholders must rely on sales of their common stock after price appreciation as the only way to realize any future gains on their investment.



## General Risk Factors

### ***Adverse economic conditions may negatively impact our business.***

Our business depends on the overall demand for enterprise software and on the economic health of our current and prospective customers. Any significant weakening of the economy in the United States or abroad, limited availability of credit, reduction in business confidence and activity, decreased government spending, or economic uncertainty, all of which are being impacted by concerns of a domestic or global recession, the Russia-Ukraine conflict, inflation, and other macroeconomic factors, may continue to affect one or more of the sectors or countries in which we sell our applications. These economic conditions have arisen and can arise suddenly and the full impact of such conditions can be difficult to predict. In addition, geopolitical and domestic political developments, such as existing and potential trade wars and other events beyond our control, can increase levels of political and economic unpredictability globally and increase the volatility of global financial markets. Alternatively, a strong dollar could reduce demand for our applications and services in countries with relatively weaker currencies.

The impact of Brexit on EU-UK political, trade, economic and diplomatic relations continues to be uncertain and such impact may not be fully realized for several years or more. Continued uncertainty and friction may result in regulatory, operational, and cost challenges to our UK and global operations.

These adverse conditions have resulted and could continue to result in reductions in sales of our applications, longer sales cycles, reductions in subscription duration and value, customer bankruptcies, slower adoption of new technologies, and increased price competition. Any of these events would likely have an adverse effect on our business, financial condition, and operating results.

### ***Catastrophic or climate-related events may disrupt our business.***

Our corporate headquarters are located in Pleasanton, California, and we have data centers located in the United States, Canada, and Europe. The west coast of the United States contains active earthquake zones and the southeast is subject to seasonal hurricanes or other extreme weather conditions. Additionally, we rely on internal technology systems, our website, our network, and third-party infrastructure and enterprise applications, which are located in a wide variety of regions, for our development, marketing, operational support, hosted services, and sales activities. In the event of a major earthquake, hurricane, or other natural disaster, or a catastrophic event such as fire, power loss, telecommunications failure, vandalism, civil unrest, cyber-attack, geopolitical instability (including the Russia-Ukraine conflict), war, terrorist attack, insurrection, pandemics or other public health emergencies (including the ongoing COVID-19 pandemic), or the effects of climate change (such as drought, flooding, heat waves, wildfires, increased storm severity, and sea level rise), we may be unable to continue our operations and have, and may in the future, endure system interruptions, and may experience delays in our product development, lengthy interruptions in our services, breaches of data security, and loss of critical data, all of which could cause reputational harm or otherwise have an adverse effect on our business and operating results. In addition, the impacts of climate change on the global economy and our industry are rapidly evolving. We may be subject to increased regulations, reporting requirements, standards, or stakeholder expectations regarding climate change that may impact our business, financial condition, and operating results.

### ***We may discover weaknesses in our internal controls over financial reporting, which may adversely affect investor confidence in the accuracy and completeness of our financial reports and consequently the market price of our securities.***

As a public company, we are required to design and maintain proper and effective internal controls over financial reporting and to report any material weaknesses in such internal controls. Section 404 of the Sarbanes-Oxley Act of 2002 requires that we evaluate and determine the effectiveness of our internal controls over financial reporting and provide a management report on the internal controls over financial reporting, which must be attested to by our independent registered public accounting firm. If we have a material weakness in our internal controls over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated.

The process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404 is challenging and costly. In the future, we may not be able to complete our evaluation, testing, and any required remediation in a timely fashion. If we identify material weaknesses in our internal controls over financial reporting, if we are unable to comply with the requirements of Section 404 in a timely manner, if we are unable to assert that our internal controls over financial reporting are effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal controls over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our securities could be negatively affected, and we could become subject to investigations by the Financial Industry Regulatory Authority, the SEC, or other regulatory authorities, which could require additional financial and management resources. In addition, because we use Workday's financial management application, any problems that we experience with financial reporting and compliance could be negatively perceived by prospective or current customers, and negatively impact demand for our applications.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

Our corporate headquarters, which includes operations and product development facilities, is located in Pleasanton, California. It consists of approximately 1.2 million square feet of owned facilities and a 6.9 acre parcel of leased land. The land lease will expire in 2108. In addition, we lease office space in various locations, including North America, Europe, and Asia Pacific, and data center capacity throughout North America and Europe.

We believe that our facilities are suitable to meet our current needs. In the future, we may expand our facilities or add new facilities as we add employees and enter new geographic markets, and we believe that suitable additional or alternative space will be available on commercially reasonable terms to accommodate any such growth.

**ITEM 3. LEGAL PROCEEDINGS**

We are regularly involved with claims, suits, purported class or representative actions, and may be involved in regulatory and government investigations and other proceedings, involving competition, intellectual property, data security and privacy, bankruptcy, tax and related compliance, labor and employment, commercial disputes, and other matters. Such claims, suits, actions, regulatory and government investigations, and other proceedings can impose a significant burden on management and employees, could prevent us from offering one or more of our applications, services, or features to others, could require us to change our technology or business practices, or could result in monetary damages, fines, civil or criminal penalties, reputational harm, or other adverse consequences.

These claims, suits, actions, regulatory and government investigations, and other proceedings may include speculative, substantial, or indeterminate monetary amounts. We record a liability when we believe that it is probable that a liability has been incurred and the amount can be reasonably estimated. Significant judgment is required to determine both the likelihood of there being a liability and the estimated amount of a liability related to such matters. With respect to our outstanding matters, based on our current knowledge, we believe that the amount or range of reasonably possible liability will not, either individually or in aggregate, have a material adverse effect on our business, financial condition, operating results, or cash flows. However, the outcome of such matters is inherently unpredictable and subject to significant uncertainties.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

#### Market Information for Common Stock

Our Class A common stock is traded on the Nasdaq Global Select Market under the symbol “WDAY”. Our Class B common stock is not listed or traded on any stock exchange.

#### Dividend Policy

We have never declared or paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business and do not expect to declare or pay any dividends in the foreseeable future. Any further determination to pay dividends on our capital stock will be at the discretion of our Board of Directors, subject to applicable laws, and will depend on our financial condition, operating results, capital requirements, general business conditions, and other factors that our Board of Directors considers relevant.

#### Stockholders

As of February 23, 2023, there were 23 stockholders of record of our Class A common stock, including The Depository Trust Company, which holds shares of our common stock on behalf of an indeterminate number of beneficial owners, as well as 68 stockholders of record of our Class B common stock.

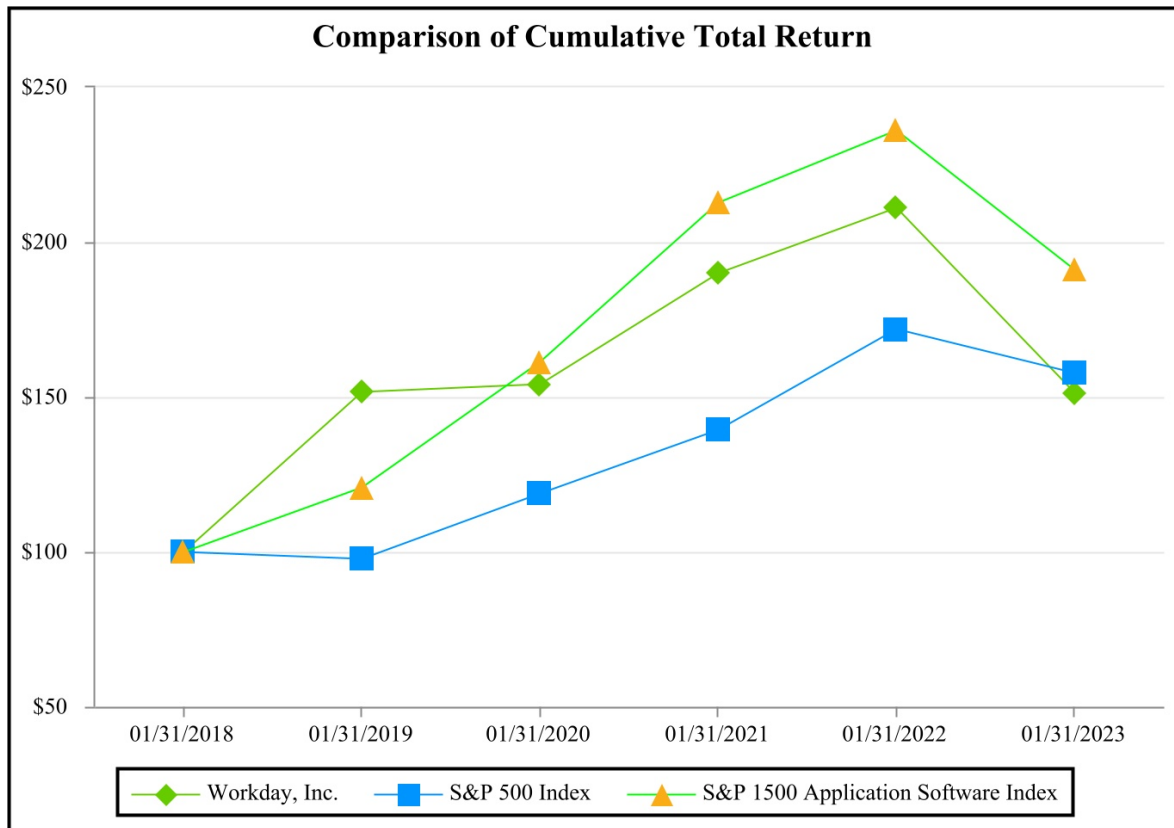
#### Securities Authorized for Issuance under Equity Compensation Plans

See Part III, Item 12 “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” for more information regarding securities authorized for issuance.

#### Stock Performance Graph

The following shall not be deemed “soliciting material” or deemed “filed” for purposes of Section 18 of the Exchange Act, or subject to Regulation 14A or 14C, other than as provided by this Item 5, or to the liabilities of Section 18 of the Exchange Act, or incorporated by reference into any of our other filings under the Exchange Act or the Securities Act, except to the extent we specifically incorporate it by reference into such filing.

This chart compares the cumulative total return on our common stock with that of the S&P 500 Index and the S&P 1500 Application Software Index. The chart assumes \$100 was invested at the close of market on January 31, 2018, in our Class A common stock, the S&P 500 Index, and the S&P 1500 Application Software Index, and assumes the reinvestment of any dividends. The stock price performance on the following graph is not necessarily indicative of future stock price performance.



Company/Index	1/31/2018	1/31/2019	1/31/2020	1/31/2021	1/31/2022	1/31/2023
Workday, Inc.	\$ 100.00	\$ 151.41	\$ 154.00	\$ 189.78	\$ 211.04	\$ 151.33
S&P 500 Index	100.00	97.68	118.84	139.32	171.75	157.60
S&P 1500 Application Software Index	100.00	120.67	161.22	212.71	235.90	191.10

**Recent Sales of Unregistered Securities**

None.

**Purchases of Equity Securities by the Issuer and Affiliated Purchases**

The table below sets forth information regarding our purchases of our Class A common stock during the three months ended January 31, 2023 (in thousands, except per share data):

Period	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(1)</sup>	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs <sup>(1)</sup>
November 1, 2022 - November 30, 2022	—	\$ —	—	\$ —
December 1, 2022 - December 31, 2022	181	165.72	181	470,001
January 1, 2023 - January 31, 2023	269	165.76	269	425,334
Total	<u>450</u>		<u>450</u>	

(1) In November 2022, our Board of Directors authorized the repurchase of up to \$500 million of our outstanding shares of Class A common stock. We may repurchase shares of Class A common stock from time to time through open market purchases, in privately negotiated transactions, or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Exchange Act, in accordance with applicable securities laws and other restrictions. The timing and total amount of shares repurchased will depend upon business, economic, and market conditions, corporate and regulatory requirements, prevailing stock prices, and other considerations. The Share Repurchase Program has a term of 18 months, may be suspended or discontinued at any time, and does not obligate us to acquire any amount of Class A common stock. All repurchases disclosed in this table were made pursuant to the publicly announced Share Repurchase Program. For further information, see [Note 14, Stockholders' Equity](#) of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

**ITEM 6. [Reserved]**

## ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and notes thereto included elsewhere in this report. The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this report, particularly in “Risk Factors” included in Part I, Item 1A of this report.*

*The following discussion of our financial condition and results of operations covers fiscal 2023 and 2022 items and year-over-year comparisons between fiscal 2023 and 2022. Discussions of fiscal 2021 items and year-over-year comparisons between fiscal 2022 and 2021 that are not included in this Form 10-K can be found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended January 31, 2022, that was filed with the SEC on February 28, 2022.*

### Overview

Workday delivers applications for financial management, spend management, human capital management, planning, and analytics. With Workday, our customers have a unified system that can help them plan, execute, analyze, and extend to other applications and environments, thereby helping them continuously adapt how they manage their business and operations. Our diverse customer base includes medium-sized and large, global organizations within numerous industry categories, including professional and business services, financial services, healthcare, education, government, technology, media, retail, and hospitality.

We have achieved significant growth since our inception in 2005, with a substantial amount of our growth coming from new customers. Our current financial focus is on growing our revenues and expanding both our customer base and our footprint within our existing customers. While we have a history of GAAP operating losses, we strive to invest in a disciplined manner across all of our functional areas to sustain continued near-term revenue growth and support our long-term initiatives. We expect our product development, sales and marketing, and general and administrative expenses as a percentage of total revenues will decrease over the longer term as we grow our revenues, and we anticipate that we will gain economies of scale by increasing our customer base without direct incremental development costs.

We plan to reinvest a significant portion of our incremental revenues in future periods to grow our business. We have invested and expect to continue to invest heavily in our product development efforts to deliver additional compelling applications, enhance existing applications, and to address customers’ evolving needs. In addition, we plan to continue to expand our ability to sell our applications globally, particularly in Europe and Asia-Pacific, by investing in product development and customer support to address the business needs of targeted local markets, increasing our sales organization and marketing programs, acquiring and leasing additional office space, and expanding our ecosystem of service partners to support local deployments. We expect to make further significant investments in our data center capacity and equipment and third-party hosted infrastructure platforms as we plan for future growth. We are also investing in personnel to support our growing customer base.

We regularly evaluate acquisition and investment opportunities in complementary businesses, employee teams, services, technologies, and intellectual property rights in an effort to expand our product and service offerings. For example, in fiscal 2022, we acquired Peakon, a continuous listening platform that captures real-time employee sentiment, Zimit, a configure, price, quote solution built for services industries, and VNDLY, a cloud-based external workforce and vendor management technology. We expect to continue making such acquisitions and investments in the future. While we remain focused on improving operating margin, these acquisitions and investments will increase our costs on an absolute basis in the near term. Many of these investments will occur in advance of experiencing any direct benefit from them and could make it difficult to determine if we are allocating our resources efficiently.

Since inception, we have also invested heavily in our professional services organization to help ensure that customers successfully deploy and adopt our applications. Additionally, we continue to expand our professional services partner ecosystem to further support our customers. We believe our investment in professional services, as well as partners building consulting practices around Workday and helping to deliver additional innovation and solutions, will drive additional customer subscriptions and continued growth in revenues. Due to our ability to leverage the expanding partner ecosystem, we expect the rate of professional services revenue growth to decline over time and continue to be lower than subscription revenue growth.

### Impact of Current Economic Conditions

Recent macroeconomic events including higher inflation, the U.S. Federal Reserve raising interest rates, the COVID-19 pandemic, and the Russian invasion of Ukraine have negatively impacted the global economy, disrupted global supply chains, and created significant uncertainty, volatility, and disruption of financial markets. Despite the continuing uncertainty associated with these events, we are confident in the long-term overall health of our business, the strength of our product offerings, and our ability to continue to execute on our strategy and help our customers on their HR and finance digital transformation journeys. Demand for our products remains strong, and we continue to achieve solid new subscription bookings.

Our near-term revenues are relatively predictable as a result of our subscription-based business model. We have experienced, and may continue to experience, the lengthening of certain sales cycles, particularly within net new opportunities. If the economic uncertainty continues, we may also experience a negative impact on customer renewals, sales and marketing efforts, revenue growth rates, customer deployments, customer collections, product development, or other financial metrics. Any of these factors could harm our business, financial condition, and operating results. For further discussion of the potential impacts of recent macroeconomic events on our business, financial condition, and operating results, see “Risk Factors” included in Part I, Item 1A of this report.

### Financial Results Overview

The following table provides an overview of our key metrics (in thousands, except percentages, basis points, and headcount data):

	As of and for the Years Ended January 31,		
	2023	2022	Change
Total revenues	\$ 6,215,818	\$ 5,138,798	21 %
Subscription services revenues	\$ 5,567,206	\$ 4,546,313	22 %
GAAP operating income (loss)	\$ (222,200)	\$ (116,450)	91 %
Non-GAAP operating income <sup>(1)</sup>	\$ 1,209,636	\$ 1,149,704	5 %
GAAP operating margin	(3.6)%	(2.3)%	(130 bps)
Non-GAAP operating margin <sup>(1)</sup>	19.5 %	22.4 %	(290 bps)
Operating cash flows	\$ 1,657,195	\$ 1,650,704	0 %
Total subscription revenue backlog	\$ 16,448,155	\$ 12,806,855	28 %
24-month subscription revenue backlog	\$ 9,677,373	\$ 7,975,554	21 %
Cash, cash equivalents, and marketable securities	\$ 6,121,394	\$ 3,644,161	68 %
Headcount	17,744	15,204	17 %

(1) See “Non-GAAP Financial Measures” below for further information.

### Components of Results of Operations

#### Revenues

We derive our revenues from subscription services and professional services. Subscription services revenues primarily consist of fees that give our customers access to our cloud applications, which include related customer support. Professional services revenues include fees for deployment services, optimization services, and training.

Subscription services revenues accounted for approximately 90% of our total revenues during fiscal 2023, and represented 96% of our total unearned revenue as of January 31, 2023. Subscription services revenues are driven primarily by the number of customers, the number of workers at each customer, the specific applications subscribed to by each customer, and the price of our applications.

The mix of applications to which each customer subscribes can affect our financial performance due to price differentials in our applications. Pricing for our applications varies based on many factors, including the complexity and maturity of the application and its acceptance in the marketplace. New products or services offerings by competitors in the future could also impact the mix and pricing of our offerings.

Subscription services revenues are recognized over time as services are delivered and consumed concurrently over the contractual term, beginning on the date our service is made available to the customer. Our subscription contracts typically have a term of three years or longer and are generally noncancelable. We generally invoice our customers annually in advance. Amounts that have been invoiced are initially recorded as unearned revenue.

Our consulting engagements are billed on a time and materials basis or a fixed price basis. For contracts billed on a time and materials basis, revenues are recognized over time as the professional services are performed. For contracts billed on a fixed price basis, revenues are recognized over time based on the proportion of the professional services performed. In some cases, we supplement our consulting teams by subcontracting resources from our service partners and deploying them on customer engagements. As the Workday-related consulting practices of our partner firms continues to develop, we expect these partners to increasingly contract directly with our subscription customers.

### **Subscription Revenue Backlog**

Our subscription revenue backlog, which is also referred to as remaining performance obligations for subscription contracts, represents contracted subscription services revenues that have not yet been recognized and includes billed and unbilled amounts. Subscription revenue backlog may fluctuate from period to period due to a number of factors, including the timing of renewals and overall renewal rates, new business growth, average contract duration, and seasonality.

### **Costs and Expenses**

*Costs of subscription services revenues.* Costs of subscription services revenues consist primarily of employee-related expenses associated with hosting our applications and providing customer support, expenses related to data centers and computing infrastructure operated by third parties, and depreciation of computer equipment and software.

*Costs of professional services revenues.* Costs of professional services revenues consist primarily of employee-related expenses associated with these services, subcontractor expenses, and travel expenses.

*Product development expenses.* Product development expenses consist primarily of employee-related expenses associated with our efforts to add new features and applications, increase functionality, and enhance the ease of use of our cloud applications.

*Sales and marketing expenses.* Sales and marketing expenses consist primarily of employee-related expenses, sales commissions, marketing programs, and travel expenses. Marketing programs consist of advertising, events, corporate communications, brand awareness, brand ambassador campaigns, and product marketing activities. Sales commissions are considered incremental costs of obtaining a contract with a customer. Sales commissions for new revenue contracts are capitalized and amortized on a straight-line basis over a period of benefit that we have determined to be five years.

*General and administrative expenses.* General and administrative expenses consist of employee-related expenses for finance and accounting, legal, HR, information systems personnel, professional fees, and other corporate expenses.

## **Results of Operations**

### **Revenues**

Our total revenues for fiscal 2023, 2022, and 2021, were as follows (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Subscription services	\$ 5,567,206	\$ 4,546,313	\$ 3,788,452
Professional services	648,612	592,485	529,544
Total revenues	<u>\$ 6,215,818</u>	<u>\$ 5,138,798</u>	<u>\$ 4,317,996</u>



Total revenues were \$6.2 billion for fiscal 2023, compared to \$5.1 billion for fiscal 2022, an increase of \$1.1 billion, or 21%. Subscription services revenues were \$5.6 billion for fiscal 2023, compared to \$4.5 billion for fiscal 2022, an increase of \$1.0 billion, or 22%. The increase in subscription services revenues was primarily due to an increased number of customer contracts and strong customer renewals, with gross and net retention rates over 95% and over 100%, respectively. Professional services revenues were \$649 million for fiscal 2023, compared to \$592 million for fiscal 2022, an increase of \$56 million, or 9%. The increase in professional services revenues was primarily due to Workday performing deployment and integration services for higher valued contracts.

**Subscription Revenue Backlog**

As of January 31, 2023, our total subscription revenue backlog was \$16.4 billion, with \$9.7 billion expected to be recognized in revenues over the next 24 months. As of January 31, 2022, our total subscription revenue backlog was \$12.8 billion, with \$8.0 billion expected to be recognized in revenues over the next 24 months. The increase in subscription revenue backlog during fiscal 2023 was primarily driven by the addition of new customers, expansion of our product offerings with existing customers, and the timing of renewals.

**Operating Expenses**

GAAP operating expenses were \$6.4 billion for fiscal 2023, compared to \$5.3 billion for fiscal 2022, an increase of \$1.2 billion, or 23%. The increase in GAAP operating expenses was primarily due to an increase of \$845 million in employee-related expenses, including share-based compensation. The main driver for the increase in employee-related expenses was higher headcount. We also recognized \$40 million of expense from the workforce realignment announced in the fourth quarter of fiscal 2023. Additionally, we incurred costs related to our performance-based cash bonus program that we introduced in the fourth quarter of fiscal 2022 for all employees not covered under an existing cash incentive plan (“performance-based cash bonus program”). This program replaced our performance based restricted stock unit (“PRSU”) bonus program, resulting in a net increase of \$36 million. Further, we changed the vesting dates of all unvested restricted stock units (“RSU”) from the 15th to the 5th of each month which resulted in an acceleration of share-based compensation expense of \$28 million in the fourth quarter of fiscal 2023.

Additional increases within GAAP operating expenses included \$94 million in facilities and IT-related expenses partly driven by our employees returning to our offices, \$75 million in third-party expenses for hardware maintenance and data center capacity reflecting our continued investment in our technical operations infrastructure, and \$54 million in travel expenses and \$51 million related to marketing programs partly driven by a return to in-person events.

Non-GAAP operating expenses were \$5.0 billion for fiscal 2023, compared to \$4.0 billion for fiscal 2022, an increase of \$1.0 billion, or 25%. The increase in non-GAAP operating expenses included \$686 million in employee-related expenses primarily due to higher headcount, of which \$102 million was related to the new performance-based cash bonus program, and \$34 million was related to the workforce realignment. Additionally, there were increases of \$94 million in facilities and IT-related expenses partly driven by our employees returning to our offices, \$75 million in third-party expenses for hardware maintenance and data center capacity reflecting our continued investment in our technical operations infrastructure, and \$54 million in travel expenses and \$51 million related to marketing programs partly driven by a return to in-person events. Non-GAAP operating expenses were calculated by excluding share-based compensation expenses and certain other expenses, which consist of employer payroll tax-related items on employee stock transactions and amortization of acquisition-related intangible assets. See “Non-GAAP Financial Measures” below for further information.

Reconciliations of our GAAP to non-GAAP operating expenses were as follows (in thousands):

	Year Ended January 31, 2023			
	GAAP Operating Expenses	Share-Based Compensation Expenses	Other Operating Expenses <sup>(1)</sup>	Non-GAAP Operating Expenses <sup>(2)</sup>
Costs of subscription services	\$ 1,011,447	\$ (106,119)	\$ (59,769)	\$ 845,559
Costs of professional services	703,731	(110,216)	(6,678)	586,837
Product development	2,270,660	(618,973)	(23,162)	1,628,525
Sales and marketing	1,848,093	(249,248)	(42,490)	1,556,355
General and administrative	604,087	(210,066)	(5,115)	388,906
Total costs and expenses	<u>\$ 6,438,018</u>	<u>\$ (1,294,622)</u>	<u>\$ (137,214)</u>	<u>\$ 5,006,182</u>

	Year Ended January 31, 2022			
	GAAP Operating Expenses	Share-Based Compensation Expenses	Other Operating Expenses <sup>(1)</sup>	Non-GAAP Operating Expenses <sup>(2)</sup>
Costs of subscription services	\$ 795,854	\$ (85,713)	\$ (54,551)	\$ 655,590
Costs of professional services	632,241	(113,443)	(11,181)	507,617
Product development	1,879,220	(543,135)	(32,935)	1,303,150
Sales and marketing	1,461,921	(215,692)	(47,457)	1,198,772
General and administrative	486,012	(154,422)	(7,625)	323,965
Total costs and expenses	<u>\$ 5,255,248</u>	<u>\$ (1,112,405)</u>	<u>\$ (153,749)</u>	<u>\$ 3,989,094</u>

	Year Ended January 31, 2021			
	GAAP Operating Expenses	Share-Based Compensation Expenses	Other Operating Expenses <sup>(1)</sup>	Non-GAAP Operating Expenses <sup>(2)</sup>
Costs of subscription services	\$ 611,912	\$ (63,253)	\$ (34,799)	\$ 513,860
Costs of professional services	586,220	(101,869)	(6,486)	477,865
Product development	1,721,222	(505,376)	(27,567)	1,188,279
Sales and marketing	1,233,173	(202,819)	(35,797)	994,557
General and administrative	414,068	(131,537)	(6,337)	276,194
Total costs and expenses	<u>\$ 4,566,595</u>	<u>\$ (1,004,854)</u>	<u>\$ (110,986)</u>	<u>\$ 3,450,755</u>

(1) Other operating expenses include amortization of acquisition-related intangible assets of \$86 million, \$78 million, and \$60 million for fiscal 2023, 2022, and 2021, respectively. In addition, other operating expenses include employer payroll tax-related items on employee stock transactions of \$52 million, \$76 million, and \$51 million for fiscal 2023, 2022, and 2021, respectively.

(2) See “Non-GAAP Financial Measures” below for further information.

#### *Costs of Subscription Services*

GAAP operating expenses in costs of subscription services were \$1.0 billion for fiscal 2023, compared to \$796 million for fiscal 2022, an increase of \$216 million, or 27%. The increase in costs of subscription services included increases of \$100 million in employee-related expenses, including share-based compensation, primarily due to higher headcount, \$60 million in third-party expenses for hardware maintenance and data center capacity, and \$23 million in facilities and IT-related expenses.

Non-GAAP operating expenses in costs of subscription services were \$846 million for fiscal 2023, compared to \$656 million for fiscal 2022, an increase of \$190 million, or 29%. The increase in costs of subscription services included increases of \$81 million in employee-related expenses primarily due to higher headcount, \$60 million in third-party expenses for hardware maintenance and data center capacity, and \$23 million in facilities and IT-related expenses.

We expect GAAP and non-GAAP operating expenses in costs of subscription services will continue to increase in absolute dollars as we improve and expand our technical operations infrastructure, including our data centers and computing infrastructure operated by third parties.

#### *Costs of Professional Services*

GAAP operating expenses in costs of professional services were \$704 million for fiscal 2023, compared to \$632 million for fiscal 2022, an increase of \$71 million, or 11%. The increase in costs of professional services included an increase of \$48 million in employee-related expenses, including share-based compensation, primarily due to higher headcount.

Non-GAAP operating expenses in costs of professional services were \$587 million for fiscal 2023, compared to \$508 million for fiscal 2022, an increase of \$79 million, or 16%. The increase in costs of professional services included an increase of \$56 million in employee-related expenses primarily due to higher headcount.

We expect GAAP and non-GAAP costs of professional services as a percentage of total revenues to continue to decline as we continue to rely on our service partners to deploy our applications and as the number of our customers continues to grow.

### *Product Development*

GAAP operating expenses in product development were \$2.3 billion for fiscal 2023, compared to \$1.9 billion for fiscal 2022, an increase of \$391 million, or 21%. The increase in product development expenses included increases of \$346 million in employee-related expenses, including share-based compensation, primarily due to higher headcount and \$32 million in facilities and IT-related expenses.

Non-GAAP operating expenses in product development were \$1.6 billion for fiscal 2023, compared to \$1.3 billion for fiscal 2022, an increase of \$325 million, or 25%. The increase in product development expenses included increases of \$279 million in employee-related expenses primarily due to higher headcount, of which \$62 million was related to the new performance-based cash bonus program, and \$32 million in facilities and IT-related expenses.

We expect GAAP and non-GAAP product development expenses will continue to increase in absolute dollars as we improve and extend our applications and develop new technologies.

### *Sales and Marketing*

GAAP operating expenses in sales and marketing were \$1.8 billion for fiscal 2023, compared to \$1.5 billion for fiscal 2022, an increase of \$386 million, or 26%. The increase in sales and marketing expenses included increases of \$255 million in employee-related expenses, including share-based compensation, primarily due to higher headcount and \$48 million related to marketing programs and \$33 million in travel expenses partly driven by a return to in-person events.

Non-GAAP operating expenses in sales and marketing were \$1.6 billion for fiscal 2023, compared to \$1.2 billion for fiscal 2022, an increase of \$358 million, or 30%. The increase in sales and marketing expenses included increases of \$227 million in employee-related expenses primarily due to higher headcount and \$48 million related to marketing programs and \$33 million in travel expenses partly driven by a return to in-person events.

We expect GAAP and non-GAAP sales and marketing expenses to increase in absolute dollars as we continue to invest in our domestic and international selling and marketing activities to expand brand awareness and attract new customers.

### *General and Administrative*

GAAP operating expenses in general and administrative were \$604 million for fiscal 2023, compared to \$486 million for fiscal 2022, an increase of \$118 million, or 24%. The increase in general and administrative expenses included an increase of \$96 million in employee-related expenses, including share-based compensation, primarily due to higher headcount.

Non-GAAP operating expenses in general and administrative were \$389 million for fiscal 2023, compared to \$324 million for fiscal 2022, an increase of \$65 million, or 20%. The increase in general and administrative expenses included an increase of \$43 million in employee-related expenses primarily due to higher headcount.

We expect GAAP and non-GAAP general and administrative expenses will continue to increase in absolute dollars as we further invest in our infrastructure and support our global expansion.

### *Operating Margin*

GAAP operating margin declined from (2.3)% for fiscal 2022 to (3.6)% for fiscal 2023, primarily related to increases in expenses due to higher headcount, a return to travel and in-person events, the workforce realignment, the rollout of the performance-based cash bonus program, an acceleration of share-based compensation expense caused by modifying the vesting dates of all unvested RSUs from the 15th to the 5th of each month, and other growth investments made across the business. These increases were offset in part by higher revenues.

Non-GAAP operating margin declined from 22.4% for fiscal 2022 to 19.5% for fiscal 2023, primarily related to increases in expenses due to higher headcount, the rollout of the performance-based cash bonus program, a return to travel and in-person events, the workforce realignment, and other growth investments made across the business, offset in part by higher revenues. Non-GAAP operating margin was calculated using GAAP revenues and non-GAAP operating expenses. See “Non-GAAP Financial Measures” below for further information.

Reconciliations of our GAAP to non-GAAP operating income (loss) and operating margin were as follows (in thousands, except percentages):

	Year Ended January 31, 2023			
	GAAP	Share-Based Compensation Expenses	Other Operating Expenses	Non-GAAP <sup>(1)</sup>
Operating income (loss)	\$ (222,200)	\$ 1,294,622	\$ 137,214	\$ 1,209,636
Operating margin	(3.6)%	20.8 %	2.3 %	19.5 %

	Year Ended January 31, 2022			
	GAAP	Share-Based Compensation Expenses	Other Operating Expenses	Non-GAAP <sup>(1)</sup>
Operating income (loss)	\$ (116,450)	\$ 1,112,405	\$ 153,749	\$ 1,149,704
Operating margin	(2.3)%	21.6 %	3.1 %	22.4 %

	Year Ended January 31, 2021			
	GAAP	Share-Based Compensation Expenses	Other Operating Expenses	Non-GAAP <sup>(1)</sup>
Operating income (loss)	\$ (248,599)	\$ 1,004,854	\$ 110,986	\$ 867,241
Operating margin	(5.8)%	23.3 %	2.6 %	20.1 %

(1) See “Non-GAAP Financial Measures” below for further information.

### **Other Income (Expense), Net**

We had other income (expense), net of \$(38) million, \$133 million, and \$(27) million during fiscal 2023, 2022, and 2021, respectively.

Other expense, net in fiscal 2023 was primarily due to interest expense of \$102 million on our debt primarily related to the Senior Notes and losses of \$27 million on our equity investments. Expenses were offset by interest income of \$98 million on our marketable securities from higher investment balances and rising interest rates.

Other income, net in fiscal 2022 was primarily due to gains of \$144 million on our equity investments, the majority of which related to an equity investment that completed its IPO during the period, offset by interest expense of \$17 million on our debt.

### **Non-GAAP Financial Measures**

Regulation S-K Item 10(e), “Use of non-GAAP financial measures in Commission filings,” defines and prescribes the conditions for use of non-GAAP financial information. Our measures of non-GAAP operating expenses, non-GAAP operating income (loss), and non-GAAP operating margin meet the definition of non-GAAP financial measures.

### **Non-GAAP Operating Expenses, Non-GAAP Operating Income (Loss), and Non-GAAP Operating Margin**

We use the non-GAAP financial measures of non-GAAP operating expenses, non-GAAP operating income (loss), and non-GAAP operating margin to understand and compare operating results across accounting periods, for internal budgeting and forecasting purposes, for short- and long-term operating plans, and to evaluate our financial performance. We believe that these non-GAAP measures reflect our ongoing business in a manner that allows for meaningful period-to-period comparisons and analysis of trends in our business.

Our non-GAAP operating expenses, non-GAAP operating income (loss), and non-GAAP operating margin exclude the components listed below. For the reasons set forth below, we believe that excluding these components provides useful information to investors and others in understanding and evaluating our operating results and prospects in the same manner as management, in comparing financial results across accounting periods and to those of peer companies, and to better understand the long-term performance of our core business.

- *Share-Based Compensation Expenses.* Although share-based compensation is an important aspect of the compensation of our employees and executives, we believe it is useful to exclude share-based compensation expenses to better understand the long-term performance of our core business and to facilitate comparison of our results to those of peer companies. Share-based compensation expenses are determined using a number of factors, including our stock price, volatility, and forfeiture rates that are beyond our control and generally unrelated to operational decisions and performance in any particular period. Further, share-based compensation expenses are not reflective of the value ultimately received by the grant recipients.
- *Other Operating Expenses.* Other operating expenses includes employer payroll tax-related items on employee stock transactions and amortization of acquisition-related intangible assets. The amount of employer payroll tax-related items on employee stock transactions is dependent on our stock price and other factors that are beyond our control and do not correlate to the operation of the business. For business combinations, we generally allocate a portion of the purchase price to intangible assets. The amount of the allocation is based on estimates and assumptions made by management and is subject to amortization. The amount of purchase price allocated to intangible assets and the term of its related amortization can vary significantly and are unique to each acquisition and thus we do not believe it is reflective of ongoing operations. Although we exclude the amortization of acquisition-related intangible assets from these non-GAAP measures, we believe that it is important for investors to understand that such intangible assets were recorded as part of purchase accounting and contribute to revenue generation.

#### **Limitations on the Use of Non-GAAP Financial Measures**

A limitation of our non-GAAP financial measures of non-GAAP operating expenses, non-GAAP operating income (loss), and non-GAAP operating margin is that they do not have uniform definitions. Our definitions will likely differ from the definitions used by other companies, including peer companies, and therefore comparability may be limited. Further, the non-GAAP financial measure of non-GAAP operating expenses has certain limitations because it does not reflect all items of expense that affect our operations and are reflected in the GAAP financial measure of total operating expenses. In the case of share-based compensation, if we did not pay out a portion of compensation in the form of share-based compensation and related employer payroll tax-related items, the cash salary expense included in operating expenses would be higher, which would affect our cash position.

We compensate for these limitations by reconciling the non-GAAP financial measures to the most comparable GAAP financial measures. These non-GAAP financial measures should be considered in addition to, not as a substitute for or in isolation from, measures prepared in accordance with GAAP. We encourage investors and others to review our financial information in its entirety, not to rely on any single financial measure, and to view our non-GAAP financial measures in conjunction with the most comparable GAAP financial measures.

See “Results of Operations—Operating Expenses” and “Results of Operations—Operating Margin” for reconciliations from the most directly comparable GAAP financial measures of GAAP operating expenses, GAAP operating income (loss), and GAAP operating margin, to the non-GAAP financial measures of non-GAAP operating expenses, non-GAAP operating income (loss), and non-GAAP operating margin, for fiscal 2023, 2022, and 2021.

#### **Liquidity and Capital Resources**

As of January 31, 2023, our principal sources of liquidity were cash, cash equivalents, and marketable securities totaling \$6.1 billion, which were primarily held for working capital purposes. Our cash equivalents and marketable securities are composed of, in order from largest to smallest, U.S. treasury securities, commercial paper, corporate bonds, U.S. agency obligations, money market funds, and marketable equity investments. We have financed our operations primarily through customer payments, issuance of debt, and sales of our common stock.

We believe our existing cash, cash equivalents, marketable securities, cash provided by operating activities, unbilled amounts related to the remaining term of contracted noncancelable subscription agreements, which are not reflected on the Consolidated Balance Sheets, and, if necessary, our borrowing capacity under our 2022 Credit Agreement that provides for \$1.0 billion of unsecured financing, are sufficient to meet our working capital, capital expenditure, and debt repayment needs over the next 12 months.

Our long-term future capital requirements depend on many factors, including the effects of macroeconomic trends, customer growth rates, subscription renewal activity, headcount growth, the timing and extent of development efforts, the expansion of sales and marketing activities, the introduction of new and enhanced services offerings, the timing and costs associated with the construction or acquisition of additional facilities, and our investment and acquisition activities. As part of our strategy, we may choose to seek additional debt or equity financing.

Our cash flows fiscal 2023, 2022, and 2021 were as follows (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Net cash provided by (used in):			
Operating activities	\$ 1,657,195	\$ 1,650,704	\$ 1,268,441
Investing activities	(2,505,926)	(1,607,426)	(1,241,624)
Financing activities	1,203,821	110,251	625,049
Effect of exchange rate changes	(595)	(705)	1,334
Net increase (decrease) in cash, cash equivalents, and restricted cash	<u>\$ 354,495</u>	<u>\$ 152,824</u>	<u>\$ 653,200</u>

***Operating Activities***

Cash provided by operating activities was \$1.7 billion for both fiscal 2023 and 2022. In fiscal 2023, increased sales and related cash collections were offset by cash outlays related to higher headcount, return to travel and in-person events, a one-time intellectual property transfer tax payment, an interest payment on our Senior Notes, and other growth investments across the business.

We expect our business to continue to generate sufficient operating cash flows; however, if the economic uncertainty caused by recent macroeconomic events worsens or is prolonged, our customers may request payment timing concessions, which could materially impact the timing and predictability of our operating cash flows in any given period.

***Investing Activities***

Cash used in investing activities for fiscal 2023 was \$2.5 billion, which primarily resulted from purchases of marketable securities, net of maturities, of \$2.2 billion using the proceeds from the Senior Notes offering, capital expenditures for data center and office space projects of \$360 million, and purchases of non-marketable equity and other investments of \$23 million. These payments were partially offset by proceeds of \$116 million from sales of marketable and non-marketable securities.

Cash used in investing activities for fiscal 2022 was \$1.6 billion, which was primarily related to cash consideration for the acquisitions of VNDLY, Zimit, and Peakon, net of cash acquired, of \$1.2 billion. Cash used in investing activities also included capital expenditures of \$264 million mainly for data center projects, the purchase of leased office space within our corporate headquarters from an affiliate of our Co-Founder and CEO Emeritus, David Duffield, of \$171 million, purchases of non-marketable equity and other investments of \$123 million, and a cash outflow from the timing of purchases and maturities of marketable securities of \$55 million. These payments were partially offset by proceeds of \$199 million from sales of marketable securities.

We expect capital expenditures will be approximately \$340 million in fiscal 2024. This includes investments in our office facilities, corporate IT infrastructure, and customer data centers to support our continued growth.

***Financing Activities***

For fiscal 2023, cash provided by financing activities was \$1.2 billion, which was primarily due to proceeds of \$3.0 billion from borrowings on the Senior Notes, net of debt discount of \$22 million, and \$152 million from the issuance of common stock from employee equity plans, offset by the principal payment of \$1.15 billion in connection with the conversion of our 0.25% convertible senior notes (“2022 Notes”), repayment of the term loan under the credit agreement entered into in April 2020 (“2020 Credit Agreement”) of \$694 million, and repurchases of common stock under the Share Repurchase Program of \$75 million.

For fiscal 2022, cash provided by financing activities was \$110 million, which was primarily due to proceeds of \$148 million from the issuance of common stock from employee equity plans, offset by payments of \$38 million on the term loan under the 2020 Credit Agreement.

## Share Repurchase Program

In November 2022, our Board of Directors authorized the repurchase of up to \$500 million of our outstanding shares of Class A common stock. The Share Repurchase Program will have a term of 18 months, may be suspended or discontinued at any time, and does not obligate us to acquire any amount of Class A common stock. During fiscal 2023, we repurchased approximately 0.5 million shares of Class A common stock for approximately \$75 million at an average price per share of \$165.75. All repurchases were made in open market transactions. As of January 31, 2023, we were authorized to purchase a remaining \$425 million of our outstanding shares of Class A common stock under the Share Repurchase Program.

## Contractual Obligations

Our contractual obligations primarily consist of borrowings under our Senior Notes, leases for office space and co-location facilities for data center capacity, agreements for third-party hosted infrastructure platforms for business operations, and other purchase obligations entered into in the ordinary course of business. The table below includes our material contractual obligations, excluding imputed interest, as of January 31, 2023 (in thousands). For further information, see the associated Notes to Consolidated Financial Statements included in Part II, Item 8 of this report referenced in the table below.

	Total	Payments Due by Period		Reference
		Short-term	Long-term	
Senior Notes <sup>(1)</sup>	\$ 3,752,375	\$ 110,250	\$ 3,642,125	<a href="#">Note 11</a>
Operating leases	300,821	97,387	203,434	<a href="#">Note 12</a>
Third-party hosted infrastructure platform obligations	547,626	40,000	507,626	<a href="#">Note 13</a>
Other purchase obligations	372,273	115,386	256,887	<a href="#">Note 13</a>
	<u>\$ 4,973,095</u>	<u>\$ 363,023</u>	<u>\$ 4,610,072</u>	

(1) Consists of principal and interest payments on the Senior Notes.

## Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with GAAP. The preparation of these consolidated financial statements requires us to make estimates, judgements, and assumptions that affect the reported amounts of assets, liabilities, revenues, costs and expenses, and related disclosures. On an ongoing basis, we evaluate our estimates, judgements, and assumptions. Our actual results may differ from these estimates under different assumptions or conditions.

We believe that of our significant accounting policies, which are described in [Note 2, Accounting Standards and Significant Accounting Policies](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report, the following accounting policies and specific estimates involve a greater degree of judgment and complexity. Accordingly, these are the policies we believe are the most critical to aid in fully understanding and evaluating our consolidated financial condition and operating results.

### Revenue Recognition

We derive our revenues from subscription services and professional services. Revenues are recognized when control of these services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to receive in exchange for services rendered.

We determine revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenues when, or as, we satisfy a performance obligation.

We believe the area we apply the most critical judgement when determining revenue recognition relates to the identification of distinct performance obligations.

### *Identification of Performance Obligations*

A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Our contracts with customers may include multiple promises to transfer services to a customer. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as a single performance obligation may require significant judgment that requires us to assess the nature of the promise and the value delivered to the customer.

Our primary performance obligations consist of subscription services and professional services. We satisfy these performance obligations over time as we transfer the promised services to our customers. Subscription services are made up of a daily requirement to deliver the service to the customer. Each day the delivery of the service provides value to the customer and each day represents a measure toward completion of the service. As such, subscription services meet the criteria to be a series of distinct services. In determining whether professional services are distinct, we consider the following factors for each professional services agreement: availability of the services from other vendors, the nature of the professional services, the timing of when the professional services contract was signed in comparison to the subscription start date, and the contractual dependence of the service on the customer's satisfaction with the professional services work. To date, we have concluded that professional services included in contracts with multiple performance obligations are generally distinct as the professional services are not interrelated with subscription services nor do they result in significant customization of the subscription service. As such, we view professional services as a performance obligation to the customer.

At contract inception, we evaluate whether two or more contracts should be combined and accounted for as a single contract and whether the combined or single contract includes more than one performance obligation. We combine contracts entered into at or near the same time with the same customer if we determine that the contracts are negotiated as a package with a single commercial objective; the amount of consideration to be paid in one contract depends on the price or performance of the other contract; or the services promised in the contracts are a single performance obligation. For contracts that contain multiple performance obligations, we assess each promise separately and allocate the transaction price on a relative standalone selling price ("SSP") basis. We apply significant judgment in identifying and evaluating any terms and conditions in contracts which may impact revenue recognition.

### *Deferred Commissions*

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for new revenue contracts are capitalized and then amortized on a straight-line basis over a period of benefit that we have determined to be five years. We determined the period of benefit by taking into consideration our customer contracts, our technology, and other factors.

Periodically, we review whether events or changes in circumstances have occurred that could impact the period of benefit. Any future changes in circumstances around the terms of our initial and renewal contracts, customer attrition, underlying technology life, and certain other factors may materially change the period of benefit and therefore the amortization amounts recognized on the Consolidated Statements of Operations. There was no change to the period of benefit during the periods presented.

### *Business Combinations, Goodwill, and Acquisition-Related Intangible Assets*

We allocate the purchase consideration of acquired companies to tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition date, with the excess recorded to goodwill. The purchase price allocation process requires us to make significant estimates and assumptions related to the fair value of identifiable intangible assets, deferred tax asset valuation allowances, liabilities related to uncertain tax positions, and contingencies. Critical estimates used in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired customer contracts, expected life cycle and innovation timelines for acquired technologies, forecasted customer attrition rates and revenue growth, the fair value of pre-existing relationships, royalty rates for comparable market technologies, and discount rates. The amounts and estimated useful lives assigned to acquisition-related intangible assets impact the amount and timing of future amortization expense.

We test goodwill and acquisition-related intangible assets for impairment on an annual basis, or more frequently if a significant event or circumstance indicates impairment, by considering qualitative and quantitative factors. Significant qualitative inputs used in our impairment tests include, but are not limited to, consideration of general macroeconomic conditions, industry market conditions, overall Workday financial performance, and growth or declines in Workday's share price. The primary quantitative input for our impairment test is Workday's market capitalization as of the date of the analysis. We also evaluate the estimated remaining useful lives of acquisition-related intangible assets for changes in circumstances that warrant a revision to the remaining periods of amortization at least annually, or more frequently if significant events or circumstances indicate a change in expected use.



### ***Non-Marketable Equity Investments***

Non-marketable equity investments include investments in privately held companies without readily determinable fair values in which we do not own a controlling interest or exercise significant influence. We adjust the carrying values of non-marketable equity investments based on both observable and unobservable inputs or data in an inactive market. Valuations of non-marketable equity investments are inherently complex due to the lack of readily available market data, and require our judgment due to the absence of market prices and an inherent lack of liquidity. In addition, the rights and preferences related to the particular non-marketable equity investments, as compared to the rights and preferences of other securities within the company's capital structure, may impact the magnitude of change in the fair value of our investment as compared to the change in total enterprise value of the company.

We assess our non-marketable equity investments quarterly for impairment. Our impairment analysis encompasses a qualitative and quantitative analysis of key factors including the investee's financial metrics, such as growth or decline in revenues and operating expenses, market acceptance of the investee's product or technology, other competitive products or technology in the market, general market conditions, and the rate at which the investee is using its cash. These factors require significant judgment. If impairment indicators are identified, we will assess the severity and duration of the impairment.

### ***Change in Accounting Estimate***

In February 2023, we completed an assessment of the useful lives of our data center equipment, including servers, network equipment, and integrated complete server and network racks. Due to advances in technology, as well as investments in software that increased efficiencies in how we operate our data center equipment, we determined we should increase the estimated useful lives of data center equipment from 3 years to 5 years. This change in accounting estimate will be effective beginning fiscal 2024. Based on the carrying amount of data center equipment that were in-service as of January 31, 2023, it is estimated this change will decrease our fiscal 2024 depreciation expense by approximately \$93 million. Inclusive of our forecasted capital expenditures in fiscal 2024, it is estimated the change will decrease fiscal 2024 depreciation expense by an additional \$7 million, or approximately \$100 million in total.

### ***Recent Accounting Pronouncements***

See [Note 2, Accounting Standards and Significant Accounting Policies](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report for a full description of recent accounting pronouncements.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Recent macroeconomic events have resulted in negative impacts on global economies and financial markets, which may increase our foreign currency exchange risk and interest rate risk. For further discussion of the potential impacts of these events on our business, financial condition, and operating results, see “Risk Factors” included in Part I, Item 1A of this report.

### Foreign Currency Exchange Risk

We transact business globally in multiple currencies. As a result, our operating results and cash flows are subject to fluctuations due to changes in foreign currency exchange rates. As of January 31, 2023, our most significant currency exposures were the euro, British pound, Canadian dollar, and Australian dollar.

Due to our exposure to market risks that may result from changes in foreign currency exchange rates, we enter into foreign currency derivative hedging transactions to mitigate these risks. For further information, see [Note 10, Derivative Instruments](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

### Interest Rate Risk on our Investments

We had cash, cash equivalents, and marketable securities totaling \$6.1 billion and \$3.6 billion as of January 31, 2023, and 2022, respectively. Cash equivalents and marketable securities were invested primarily in U.S. treasury securities, U.S. agency obligations, corporate bonds, commercial paper, money market funds, and marketable equity investments. The cash, cash equivalents, and marketable securities are held primarily for working capital purposes. Our investment portfolios are managed to preserve capital and meet liquidity needs. We do not enter into investments for trading or speculative purposes.

Our cash equivalents and our portfolio of debt securities are subject to market risk due to changes in interest rates. Fixed rate securities may have their market value adversely affected due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall. Due in part to these factors, our future investment income may fluctuate due to changes in interest rates or we may suffer losses in principal if we sell securities that decline in market value due to changes in interest rates. Further, since our debt securities are classified as “available-for-sale,” if the fair value of the security declines below its amortized cost basis, then any portion of that decline attributable to credit losses, to the extent expected to be nonrecoverable before the sale of the impaired security, is recognized on the Consolidated Statements of Operations.

An immediate increase of 100 basis points in interest rates would have resulted in a \$29 million and \$11 million market value reduction in our investment portfolio as of January 31, 2023, and 2022, respectively. This estimate is based on a sensitivity model that measures market value changes when changes in interest rates occur.

### Interest Rate Risk on our Debt

The Senior Notes have fixed annual interest rates, and therefore we do not have economic interest rate exposure on these debt obligations. However, the fair values of the Senior Notes are exposed to interest rate risk. Generally, the fair values of the Senior Notes will increase as interest rates fall and decrease as interest rates rise.

Borrowings under our 2022 Credit Agreement will bear interest, at our option, at a base rate plus a margin of 0.000% to 0.500% or a secured overnight financing rate (“SOFR”) plus 10 basis points, plus a margin of 0.750% to 1.500%, with such margin being determined based on our consolidated leverage ratio or debt rating. Because the interest rates applicable to borrowings under the 2022 Credit Agreement are variable, we are exposed to market risk from changes in the underlying index rates, which affect our cost of borrowing.

For further information, see [Note 11, Debt](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**WORKDAY, INC.**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

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## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Workday, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Workday, Inc. (the Company) as of January 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended January 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at January 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended January 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of January 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 27, 2023 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosure to which it relates.

**Revenue Recognition**

*Description of the Matter*

As described in Note 2 to the consolidated financial statements, the Company recognizes revenue primarily from subscription services and professional services contracts. Some of the Company's contracts contain multiple performance obligations. For these contracts, the Company assesses the performance obligations and accounts for those obligations separately if they are distinct. In such cases, the transaction price is allocated to the distinct performance obligations on a relative standalone selling price basis.

Auditing the Company's determination of distinct performance obligations was challenging. For example, there were nonstandard terms and conditions that required judgment to determine whether the distinct performance obligations were identified and accounted for appropriately.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's process to identify distinct performance obligations.

Among other audit procedures, we selected a sample of contracts and evaluated whether management appropriately identified and considered the terms and conditions and the appropriate revenue recognition. As part of our procedures, we evaluated the assessment of distinct performance obligations.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2008.

San Francisco, California  
February 27, 2023

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Workday, Inc.

### Opinion on Internal Control Over Financial Reporting

We have audited Workday, Inc.'s internal control over financial reporting as of January 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Workday, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of January 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of January 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended January 31, 2023, and the related notes and our report dated February 27, 2023 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

San Francisco, California  
February 27, 2023

**WORKDAY, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share and par value data)

	As of January 31,	
	2023	2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 1,886,311	\$ 1,534,273
Marketable securities	4,235,083	2,109,888
Trade and other receivables, net of allowance for credit losses of \$8,509 and \$10,790, respectively	1,570,086	1,242,545
Deferred costs	191,054	152,957
Prepaid expenses and other current assets	225,690	174,402
Total current assets	8,108,224	5,214,065
Property and equipment, net	1,201,254	1,123,075
Operating lease right-of-use assets	249,278	247,808
Deferred costs, noncurrent	420,988	341,259
Acquisition-related intangible assets, net	305,465	391,002
Goodwill	2,840,044	2,840,044
Other assets	360,985	341,252
<b>Total assets</b>	<b>\$ 13,486,238</b>	<b>\$ 10,498,505</b>
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 153,751	\$ 55,487
Accrued expenses and other current liabilities	260,131	195,590
Accrued compensation	563,548	402,885
Unearned revenue	3,559,393	3,110,947
Operating lease liabilities	91,343	80,503
Debt, current	—	1,222,443
Total current liabilities	4,628,166	5,067,855
Debt, noncurrent	2,975,934	617,354
Unearned revenue, noncurrent	74,540	71,533
Operating lease liabilities, noncurrent	181,799	182,456
Other liabilities	40,231	24,225
Total liabilities	7,900,670	5,963,423
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Preferred stock, \$0.001 par value; 10 million shares authorized; no shares issued or outstanding as of January 31, 2023, and 2022	—	—
Class A common stock, \$0.001 par value; 750 million shares authorized; 204 million and 196 million shares issued and outstanding as of January 31, 2023, and 2022, respectively	204	196
Class B common stock, \$0.001 par value; 240 million shares authorized; 55 million and 55 million shares issued and outstanding as of January 31, 2023, and 2022, respectively	55	55
Additional paid-in capital	8,828,639	7,284,174
Treasury stock, at cost; 1 million and 0.1 million shares as of January 31, 2023, and 2022, respectively	(185,047)	(12,467)
Accumulated other comprehensive income (loss)	53,051	7,709
Accumulated deficit	(3,111,334)	(2,744,585)
Total stockholders' equity	5,585,568	4,535,082
<b>Total liabilities and stockholders' equity</b>	<b>\$ 13,486,238</b>	<b>\$ 10,498,505</b>

*See Notes to Consolidated Financial Statements*

**WORKDAY, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except per share data)

	Year Ended January 31,		
	2023	2022	2021
<b>Revenues:</b>			
Subscription services	\$ 5,567,206	\$ 4,546,313	\$ 3,788,452
Professional services	648,612	592,485	529,544
Total revenues	6,215,818	5,138,798	4,317,996
<b>Costs and expenses <sup>(1)</sup>:</b>			
Costs of subscription services	1,011,447	795,854	611,912
Costs of professional services	703,731	632,241	586,220
Product development	2,270,660	1,879,220	1,721,222
Sales and marketing	1,848,093	1,461,921	1,233,173
General and administrative	604,087	486,012	414,068
Total costs and expenses	6,438,018	5,255,248	4,566,595
Operating income (loss)	(222,200)	(116,450)	(248,599)
Other income (expense), net	(37,750)	132,632	(26,535)
Income (loss) before provision for (benefit from) income taxes	(259,950)	16,182	(275,134)
Provision for (benefit from) income taxes	106,799	(13,191)	7,297
<b>Net income (loss)</b>	<b>\$ (366,749)</b>	<b>\$ 29,373</b>	<b>\$ (282,431)</b>
Net income (loss) per share, basic	\$ (1.44)	\$ 0.12	\$ (1.19)
Net income (loss) per share, diluted	\$ (1.44)	\$ 0.12	\$ (1.19)
Weighted-average shares used to compute net income (loss) per share, basic	254,819	247,249	237,019
Weighted-average shares used to compute net income (loss) per share, diluted	254,819	254,032	237,019

(1) Costs and expenses include share-based compensation expenses as follows:

	Year Ended January 31,		
	2023	2022	2021
Costs of subscription services	\$ 106,119	\$ 85,713	\$ 63,253
Costs of professional services	110,216	113,443	101,869
Product development	618,973	543,135	505,376
Sales and marketing	249,248	215,692	202,819
General and administrative	210,066	154,422	131,537
Total share-based compensation expenses	\$ 1,294,622	\$ 1,112,405	\$ 1,004,854

*See Notes to Consolidated Financial Statements*



**WORKDAY, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(in thousands)

	Year Ended January 31,		
	2023	2022	2021
<b>Net income (loss)</b>	\$ (366,749)	\$ 29,373	\$ (282,431)
Other comprehensive income (loss), net of tax:			
Net change in foreign currency translation adjustment	(1,782)	(3,295)	2,926
Net change in unrealized gains (losses) on available-for-sale debt securities	(10,967)	(6,279)	(1,437)
Net change in unrealized gains (losses) on cash flow hedges	58,091	72,253	(79,951)
<b>Other comprehensive income (loss), net of tax</b>	45,342	62,679	(78,462)
<b>Comprehensive income (loss)</b>	\$ (321,407)	\$ 92,052	\$ (360,893)

*See Notes to Consolidated Financial Statements*

**WORKDAY, INC.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(in thousands)

	Year Ended January 31,		
	2023	2022	2021
<b>Common stock:</b>			
Balance, beginning of period	\$ 251	\$ 242	\$ 231
Issuance of common stock under employee equity plans, net of shares withheld for employee taxes	7	9	9
Settlement of convertible senior notes	1	—	2
Balance, end of period	259	251	242
<b>Additional paid-in capital:</b>			
Balance, beginning of period	7,284,174	6,254,936	5,090,187
Issuance of common stock under employee equity plans, net of shares withheld for employee taxes	151,967	148,319	148,664
Share-based compensation	1,294,622	1,100,536	1,003,726
Exercise of convertible senior notes hedges	97,916	88	303,238
Settlement of convertible senior notes	(40)	(3)	(4)
Settlement of warrants	—	—	(290,875)
Cumulative effect of accounting changes	—	(219,702)	—
Balance, end of period	8,828,639	7,284,174	6,254,936
<b>Treasury stock:</b>			
Balance, beginning of period	(12,467)	(12,384)	—
Exercise of convertible senior notes hedges	(97,915)	(83)	(303,239)
Common stock repurchases under share repurchase program	(74,665)	—	—
Settlement of warrants	—	—	290,855
Balance, end of period	(185,047)	(12,467)	(12,384)
<b>Accumulated other comprehensive income (loss):</b>			
Balance, beginning of period	7,709	(54,970)	23,492
Other comprehensive income (loss)	45,342	62,679	(78,462)
Balance, end of period	53,051	7,709	(54,970)
<b>Accumulated deficit:</b>			
Balance, beginning of period	(2,744,585)	(2,909,990)	(2,627,359)
Net income (loss)	(366,749)	29,373	(282,431)
Cumulative effect of accounting changes	—	136,032	(200)
Balance, end of period	(3,111,334)	(2,744,585)	(2,909,990)
<b>Total stockholders' equity</b>	<b>\$ 5,585,568</b>	<b>\$ 4,535,082</b>	<b>\$ 3,277,834</b>

	Year Ended January 31,		
	2023	2022	2021
<b>Common stock (in shares):</b>			
Balance, beginning of period	251,209	242,667	231,708
Issuance of common stock under employee equity plans, net of shares withheld for employee taxes	7,156	8,417	9,373
Purchase of treasury stock from the exercise of convertible senior notes hedges	(635)	—	(1,655)
Settlement of convertible senior notes	635	—	1,654
Common stock repurchased	(450)	—	—
Settlement of warrants	—	—	1,587
Other	76	125	—
Balance, end of period	257,991	251,209	242,667

*See Notes to Consolidated Financial Statements*

**WORKDAY, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	Year Ended January 31,		
	2023	2022	2021
<b>Cash flows from operating activities:</b>			
Net income (loss)	\$ (366,749)	\$ 29,373	\$ (282,431)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization	364,357	343,723	293,657
Share-based compensation expenses	1,294,622	1,100,584	1,004,854
Amortization of deferred costs	174,611	138,797	112,647
Amortization and writeoff of debt discount and issuance costs	6,955	3,988	53,693
Non-cash lease expense	91,750	86,235	84,376
(Gains) losses on investments	30,780	(145,845)	(16,558)
Other	12,645	(14,213)	4,247
Changes in operating assets and liabilities, net of business combinations:			
Trade and other receivables, net	(318,600)	(207,933)	(159,240)
Deferred costs	(292,437)	(238,453)	(184,353)
Prepaid expenses and other assets	(14,070)	(35,153)	52,117
Accounts payable	85,773	9,414	(3,476)
Accrued expenses and other liabilities	135,965	50,671	(18,472)
Unearned revenue	451,593	529,516	327,380
Net cash provided by (used in) operating activities	1,657,195	1,650,704	1,268,441
<b>Cash flows from investing activities:</b>			
Purchases of marketable securities	(7,182,961)	(2,858,729)	(2,731,885)
Maturities of marketable securities	4,948,833	2,804,103	1,802,334
Sales of marketable securities	104,324	199,016	10,627
Owned real estate projects	(4,236)	(171,501)	(6,116)
Capital expenditures, excluding owned real estate projects	(359,552)	(264,267)	(253,380)
Business combinations, net of cash acquired	—	(1,190,199)	—
Purchase of other intangible assets	(700)	(8,007)	(2,950)
Purchases of non-marketable equity and other investments	(23,173)	(123,011)	(67,482)
Sales and maturities of non-marketable equity and other investments	11,539	5,169	7,228
Net cash provided by (used in) investing activities	(2,505,926)	(1,607,426)	(1,241,624)
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of debt, net of debt discount	2,978,077	—	747,795
Repayments and extinguishment of debt	(1,843,605)	(37,614)	(268,762)
Payments for debt issuance costs	(7,220)	—	—
Repurchases of common stock	(74,666)	—	—
Proceeds from issuance of common stock from employee equity plans, net of taxes paid for shares withheld	151,974	148,328	148,673
Other	(739)	(463)	(2,657)
Net cash provided by (used in) financing activities	1,203,821	110,251	625,049
Effect of exchange rate changes	(595)	(705)	1,334
<b>Net increase (decrease) in cash, cash equivalents, and restricted cash</b>	<b>354,495</b>	<b>152,824</b>	<b>653,200</b>
<b>Cash, cash equivalents, and restricted cash at the beginning of period</b>	<b>1,540,745</b>	<b>1,387,921</b>	<b>734,721</b>
<b>Cash, cash equivalents, and restricted cash at the end of period</b>	<b>\$ 1,895,240</b>	<b>\$ 1,540,745</b>	<b>\$ 1,387,921</b>

*See Notes to Consolidated Financial Statements*

	Year Ended January 31,		
	2023	2022	2021
<b>Supplemental cash flow data</b>			
Cash paid for interest	\$ 59,510	\$ 13,310	\$ 14,373
Cash paid for income taxes, net of refunds	88,569	12,563	9,939
<b>Non-cash investing and financing activities:</b>			
Purchases of property and equipment, accrued but not paid	51,089	47,015	54,792
	As of January 31,		
	2023	2022	2021
<b>Reconciliation of cash, cash equivalents, and restricted cash as shown in the Consolidated Statements of Cash Flows</b>			
Cash and cash equivalents	\$ 1,886,311	\$ 1,534,273	\$ 1,384,181
Restricted cash included in Prepaid expenses and other current assets	8,929	6,472	3,602
Restricted cash included in Other assets	—	—	138
Total cash, cash equivalents, and restricted cash	<u>\$ 1,895,240</u>	<u>\$ 1,540,745</u>	<u>\$ 1,387,921</u>

*See Notes to Consolidated Financial Statements*

**Workday, Inc.**

**Notes to Consolidated Financial Statements**

**Note 1. Overview and Basis of Presentation**

***Company and Background***

Workday delivers applications for financial management, spend management, human capital management, planning, and analytics. With Workday, our customers have a unified system that can help them plan, execute, analyze, and extend to other applications and environments, thereby helping them continuously adapt how they manage their business and operations. We were originally incorporated in March 2005 in Nevada, and in June 2012, we reincorporated in Delaware.

***Fiscal Year***

Our fiscal year ends on January 31. References to fiscal 2023, for example, refer to the fiscal year ended January 31, 2023.

***Basis of Presentation***

These consolidated financial statements have been prepared in accordance with GAAP and include the results of Workday, Inc. and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated.

Certain prior period amounts reported in our consolidated financial statements and notes thereto have been reclassified to conform to current period presentation.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with GAAP requires us to make certain estimates, judgements, and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the consolidated financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Significant estimates, judgements, and assumptions include, but are not limited to, the identification of distinct performance obligations for revenue recognition, the determination of the period of benefit for deferred commissions, the fair value and useful lives of assets acquired and liabilities assumed through business combinations, and the valuation of non-marketable equity investments. Actual results could differ from those estimates, judgements, and assumptions, and such differences could be material to our consolidated financial statements.

In February 2023, we completed an assessment of the useful lives of our data center equipment, including servers, network equipment, and integrated complete server and network racks. Due to advances in technology, as well as investments in software that increased efficiencies in how we operate our data center equipment, we determined we should increase the estimated useful lives of data center equipment from 3 years to 5 years. This change in accounting estimate will be effective beginning fiscal 2024.

***Segment Information***

We operate in one operating segment, cloud applications. Operating segments are defined as components of an enterprise where separate financial information is evaluated regularly by a chief operating decision maker ("CODM") in deciding how to allocate resources and assessing performance. For fiscal 2023, our co-chief executive officers together served as CODM for purposes of segment reporting. Our CODM allocates resources and assesses performance based upon discrete financial information at the consolidated level.

**Note 2. Accounting Standards and Significant Accounting Policies**

***Summary of Significant Accounting Policies***

***Revenue Recognition***

We derive our revenues from subscription services and professional services. Revenues are recognized when control of these services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to receive in exchange for services rendered.

We determine revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenues when, or as, we satisfy a performance obligation.

#### *Subscription Services Revenues*

Subscription services revenues primarily consist of fees that provide customers access to one or more of our cloud applications for financial management, spend management, human capital management, planning, and analytics, with routine customer support. Revenues are generally recognized on a ratable basis over the contract term beginning on the date that our service is made available to the customer. Our subscription contracts are generally three years or longer in length, billed annually in advance, and are generally noncancelable.

#### *Professional Services Revenues*

Professional services revenues primarily consist of consulting fees for deployment and optimization services, as well as training. Our consulting contracts are billed on a time and materials basis or a fixed price basis. For contracts billed on a time and materials basis, revenues are recognized over time as the professional services are performed. For contracts billed on a fixed price basis, revenues are recognized over time based on the proportion of the professional services performed.

#### *Contracts with Multiple Performance Obligations*

Some of our contracts with customers contain multiple performance obligations. For these contracts, we account for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative standalone selling price basis. We determine the standalone selling prices based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the cloud applications sold, customer demographics, geographic locations, and the number and types of users within our contracts.

We use a range of amounts to estimate SSP for both subscription and professional services sold together in a contract to determine whether there is a discount to be allocated based on the relative SSP of the performance obligations. We use historical sales transaction data, among other factors, to determine the SSP for each distinct performance obligation. Our SSP ranges are reassessed on a periodic basis or when facts and circumstances change. Changes in SSP for our services can evolve over time due to changes in our pricing practices that are influenced by market competition, changes in demand for our services, and other economic factors. As our go-to-market strategies evolve, we may modify our pricing practices in the future, which could result in changes to SSP and may therefore impact revenue recognized in our consolidated financial statements.

#### *Fair Value Measurement*

We measure our cash equivalents, marketable securities, and foreign currency derivative contracts at fair value at each reporting period using a fair value hierarchy that requires that we maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. In addition, we measure our non-marketable equity investments for which there has been an observable price change from an orderly transaction for identical or similar investments of the same issuer at fair value. A financial instrument's classification within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Three levels of inputs may be used to measure fair value:

Level 1 — Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 — Other inputs that are directly or indirectly observable in the marketplace.

Level 3 — Unobservable inputs that are supported by little or no market activity.

#### *Cash and Cash Equivalents*

Cash and cash equivalents consist of highly liquid investments with maturities of three months or less at the time of purchase. Our cash equivalents primarily consist of investments in U.S. treasury securities, U.S. agency obligations, corporate bonds, commercial paper, and money market funds.

### *Debt Securities*

Debt securities primarily consist of investments in U.S. treasury securities, U.S. agency obligations, corporate bonds, and commercial paper. We classify our debt securities as available-for-sale at the time of purchase and reevaluate such classification as of each balance sheet date. We consider all debt securities as funds available for use in current operations, including those with maturity dates beyond one year, and therefore classify these securities as current assets on the Consolidated Balance Sheets. Debt securities included in Marketable securities on the Consolidated Balance Sheets consist of securities with original maturities at the time of purchase greater than three months, and the remaining securities are included in Cash and cash equivalents. Realized gains or losses from the sales of debt securities are based on the specific identification method.

When the fair value of a debt security is below its amortized cost, the amortized cost should be written down to its fair value if (i) it is more likely than not that management will be required to sell the impaired security before recovery of its amortized basis or (ii) management has the intention to sell the security. If neither of these conditions are met, we must determine whether the impairment is due to credit losses. To determine the amount of credit losses, we compare the present value of the expected cash flows of the security, derived by taking into account the issuer's credit ratings and remaining payment terms, with its amortized cost basis. The amount of impairment recognized is limited to the excess of the amortized cost over the fair value of the security. An allowance for credit losses for the excess of amortized cost over the expected cash flows is recorded in Other income (expense), net on the Consolidated Statements of Operations. Non-credit related impairment losses are recorded in Accumulated other comprehensive income (loss) ("AOCI").

If quoted prices for identical instruments are available in an active market, debt securities are classified within Level 1 of the fair value hierarchy. If quoted prices for identical instruments in active markets are not available, fair values are estimated using quoted prices of similar instruments and are classified within Level 2 of the fair value hierarchy. To date, all of our debt securities can be valued using one of these two methodologies.

### *Equity Investments*

We determine at the inception of each arrangement whether an investment or other interest is considered a variable interest entity ("VIE"). If the investment or other interest is determined to be a VIE, we must evaluate whether we are considered the primary beneficiary. The primary beneficiary of a VIE is the party that meets both of the following criteria: (1) has the power to direct the activities that most significantly impact the VIE's economic performance; and (2) has the obligation to absorb losses or the right to receive benefits from the VIE. For investments in VIEs in which we are considered the primary beneficiary, the assets, liabilities, and results of operations of the VIE are included in our consolidated financial statements. As of January 31, 2023, and 2022, there were no VIEs for which we were the primary beneficiary.

#### *Equity Investments Accounted for Under the Equity Method*

Investments in VIEs for which we are not the primary beneficiary or do not own a controlling interest but can exercise significant influence over the investee are accounted for under the equity method of accounting. These investments are measured at cost, less any impairment, plus or minus our share of earnings and losses and are included in Other assets on the Consolidated Balance Sheets. Our share of earnings and losses are recorded in Other income (expense), net on the Consolidated Statements of Operations. As of January 31, 2023, and 2022, we had no equity investments accounted for under the equity method.

#### *Non-Marketable Equity Investments Measured Using the Measurement Alternative*

Non-marketable equity investments measured using the measurement alternative include investments in privately held companies without readily determinable fair values in which we do not own a controlling interest or exercise significant influence. These investments are recorded at cost and are adjusted for observable transactions for same or similar securities of the same issuer or impairment events. These investments are included in Other assets on the Consolidated Balance Sheets. Additionally, we assess our non-marketable equity investments quarterly for impairment. Adjustments and impairments are recorded in Other income (expense), net on the Consolidated Statements of Operations.

#### *Marketable Equity Investments*

We hold marketable equity investments with readily determinable fair values over which we do not own a controlling interest or exercise significant influence. Marketable equity investments are included in Marketable securities on the Consolidated Balance Sheets. They are measured using quoted prices in active markets with changes recorded in Other income (expense), net on the Consolidated Statements of Operations.

### *Trade and Other Receivables*

Trade and other receivables are primarily comprised of trade receivables that are recorded at the invoice amount, net of an allowance for credit losses. We assess our allowance for credit losses on trade receivables by taking into consideration forecasts of future economic conditions, information about past events, such as our historical trend of write-offs, and customer-specific circumstances, such as bankruptcies and disputes. The allowance for credit losses on trade receivables is recorded in operating expenses on the Consolidated Statements of Operations. Other receivables represent unbilled receivables related to subscription and professional services contracts.

### *Deferred Commissions*

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for new revenue contracts are capitalized and then amortized on a straight-line basis over a period of benefit that we have determined to be five years. We determined the period of benefit by taking into consideration our customer contracts, our technology, and other factors. Amortization expense is included in Sales and marketing expenses on the Consolidated Statements of Operations.

### *Derivative Financial Instruments and Hedging Activities*

We use derivative financial instruments to manage foreign currency exchange risk. Derivative instruments are measured at fair value and recorded as either an asset or liability on the Consolidated Balance Sheets. Gains and losses resulting from changes in fair value are accounted for depending on the use of the derivative and whether it is designated and qualifies for hedge accounting. For derivative instruments designated as cash flow hedges (“cash flow hedges”), which we use to hedge a portion of our forecasted foreign currency revenue and expense transactions, the gains or losses are recorded in AOCI on the Consolidated Balance Sheets and subsequently reclassified to the same line item as the hedged transaction on the Consolidated Statements of Operations in the same period that the hedged transaction affects earnings. For derivative instruments not designated as hedging instruments (“non-designated hedges”), which we use to hedge a portion of our net outstanding monetary assets and liabilities, the gains or losses are recorded in Other income (expense), net on the Consolidated Statements of Operations in the period of change. Cash flows from the settlement of forward contracts designated as cash flow hedges and non-designated hedges are classified as operating activities on the Consolidated Statements of Cash Flows.

Our foreign currency contracts are classified within Level 2 of the fair value hierarchy because the valuation inputs are based on quoted prices and market observable data of similar instruments in active markets, such as currency spot and forward rates.

### *Property and Equipment*

Property and equipment are stated at cost less accumulated depreciation. Depreciation is recorded using the straight-line method over the estimated useful lives of the assets as shown in the table below. Property and equipment are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable.

Computers, equipment, and software	2 - 10 years
Buildings	10 - 60 years
Leasehold improvements	shorter of the related lease term or ten years
Furniture, fixtures, and transportation equipment	5 - 12 years
Land improvements	15 years

### *Business Combinations*

We allocate the purchase consideration of acquired companies to tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition date, with the excess recorded to goodwill. Our estimates are inherently uncertain and subject to refinement. During the measurement period, which may be up to one year from the acquisition date, we may record adjustments to the fair value of these tangible and intangible assets acquired and liabilities assumed, including uncertain tax positions and tax-related valuation allowances, with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the fair value of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the Consolidated Statements of Operations.

In the event that we acquire a company in which we previously held an equity interest, the difference between the fair value of the shares as of the date of the acquisition and the carrying value of the equity investment is recorded as a non-cash gain or loss and recorded within Other income (expense), net on the Consolidated Statements of Operations.



### *Goodwill and Acquisition-Related Intangible Assets*

Acquisition-related intangible assets with finite lives are amortized over their estimated useful lives. Goodwill amounts are not amortized. Acquisition-related intangible assets and goodwill are tested for impairment at least annually, and more frequently upon the occurrence of certain events.

### *Unearned Revenue*

Unearned revenue primarily consists of customer billings in advance of revenues being recognized from our subscription contracts. We generally invoice our customers annually in advance for our subscription services. Our typical payment terms provide that customers pay a portion of the total arrangement fee within 30 days of the contract date. Unearned revenue that is anticipated to be recognized during the succeeding twelve-month period is recorded as current unearned revenue and the remaining portion is recorded as noncurrent.

### *Leases*

We have entered into operating lease agreements for our office space, data centers, and other property and equipment. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of the lease payments over the lease term. Right-of-use assets also include adjustments related to prepaid or deferred lease payments and lease incentives. As most of our leases do not provide an implicit interest rate, we use our incremental borrowing rate to determine the present value of lease payments.

We recognize variable lease costs in the Consolidated Statements of Operations in the period incurred. Variable lease costs include common area maintenance, utilities, real estate taxes, insurance, and other operating costs that are passed on from the lessor.

Options to extend or terminate a lease are included in the lease term when it is reasonably certain that we will exercise such options.

### *Treasury Stock*

Treasury stock is accounted for using the cost method and recorded as a reduction to Stockholders' equity on the Consolidated Balance Sheets. Incremental direct costs to purchase treasury stock are included in the cost of the shares acquired.

To determine the cost of treasury stock that is either sold or re-issued, we use the first in, first out method. When treasury stock is re-issued at a price higher than its cost, the increase is recorded in Additional paid-in capital on the Consolidated Balance Sheets. When treasury stock is re-issued at a price lower than its cost, the decrease is recorded in Additional paid-in capital to the extent that there are previously recorded increases to offset the decrease. Any decreases in excess of that amount are recorded in Accumulated deficit on the Consolidated Balance Sheets.

### *Advertising Expenses*

Advertising is expensed as incurred. Advertising expense was \$172 million, \$131 million, and \$85 million for fiscal 2023, 2022, and 2021, respectively.

### *Share-Based Compensation*

We measure and recognize compensation expense for share-based awards issued to employees and non-employees, primarily including RSUs and purchases under the Amended and Restated 2012 Employee Stock Purchase Plan ("ESPP"), on the Consolidated Statements of Operations.

For RSUs, fair value is based on the closing price of our common stock on the grant date. Compensation expense, net of estimated forfeitures, is recognized on a straight-line basis over the requisite service period. The requisite service period of the awards is generally the same as the vesting period.

For shares issued under the ESPP, fair value is estimated using the Black-Scholes option-pricing model. Compensation expense is recognized on a straight-line basis over the offering period. We determine the assumptions for the option-pricing model as follows:

- *Risk-Free Interest Rate.* The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the date closest to the grant date for zero-coupon U.S. Treasury notes with maturities approximately equal to the expected term of the ESPP purchase rights.
- *Expected Term.* The expected term represents the period that our ESPP is expected to be outstanding. The expected term for the ESPP approximates the offering period.

- *Volatility.* The volatility is based on a blend of historical volatility and implied volatility of our common stock. Implied volatility is based on market traded options of our common stock.
- *Dividend Yield.* The dividend yield is assumed to be zero as we have not paid and do not expect to pay dividends.

#### *Income Taxes*

We record a provision for income taxes for the anticipated tax consequences of the reported results of operations using the asset and liability method. Under this method, we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. We record a valuation allowance to reduce our deferred tax assets to the net amount that we believe is more likely than not to be realized.

We recognize tax benefits from uncertain tax positions only if we believe that it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. Although we believe that we have adequately reserved for our uncertain tax positions, we can provide no assurance that the final tax outcome of these matters will not be materially different. We make adjustments to these reserves when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made and could have a material impact on our financial condition and operating results. The provision for income taxes includes the effects of any accruals that we believe are appropriate, as well as the related net interest and penalties.

#### *Warranties and Indemnification*

Our cloud applications are generally warranted to perform materially in accordance with our online documentation under normal use and circumstances. Additionally, our contracts generally include provisions for indemnifying customers against liabilities if use of our cloud applications infringe a third party's intellectual property rights. We may also incur liabilities if we breach the security, privacy and/or confidentiality obligations in our contracts. To date, we have not incurred any material costs, and we have not accrued any liabilities in the accompanying consolidated financial statements, as a result of these obligations.

In our standard agreements with customers, we commit to defined levels of service availability and performance and, under certain circumstances, permit customers to receive credits in the event that we fail to meet those levels. In the event our failure to meet those levels triggers a termination right for a customer, we permit a terminating customer to receive a refund of prepaid amounts related to unused subscription services. To date, we have not experienced any significant failures to meet defined levels of availability and performance and, as a result, we have not accrued any liabilities related to these agreements on the consolidated financial statements.

#### *Foreign Currency Exchange*

The functional currency for certain of our foreign subsidiaries is the U.S. dollar, while others use local currencies. We translate the foreign functional currency financial statements to U.S. dollars for those entities that do not have the U.S. dollar as their functional currency using the exchange rates at the balance sheet date for assets and liabilities, the period average exchange rates for revenues and expenses, and the historical exchange rates for equity transactions. The effects of foreign currency translation adjustments are recorded in AOCI on the Consolidated Balance Sheets. Foreign currency transaction gains and losses are included in Other income (expense), net on the Consolidated Statements of Operations.

#### ***Concentrations of Risk and Significant Customers***

Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, debt securities, and trade and other receivables. Our deposits exceed federally insured limits.

No customer individually accounted for more than 10% of trade and other receivables, net as of January 31, 2023, or 2022. No customer individually accounted for more than 10% of total revenues during fiscal 2023, 2022, or 2021.

Other than the United States, no country individually accounted for more than 10% of total revenues during fiscal 2023, 2022, or 2021.

In order to reduce the risk of down-time of our cloud applications, we have established data centers in various geographic regions. We serve our customers and users from data center facilities operated by third parties, located in the United States, Canada, and Europe. We have internal procedures to restore services in the event of disaster at one of our data center facilities. Even with these procedures for disaster recovery in place, our cloud applications could be significantly interrupted during the implementation of the procedures to restore services.

In addition, we rely upon third-party hosted infrastructure partners globally, including AWS, Google LLC, and Microsoft Corporation, to serve customers and operate certain aspects of our services. Given this, any disruption of or interference at our hosted infrastructure partners may impact our operations and our business could be adversely impacted.

We are also exposed to concentration of risk in our equity investments portfolio, which consists of marketable equity investments and non-marketable equity investments measured using the measurement alternative. As of January 31, 2023, and 2022, we held one marketable equity investment with a carrying value that was individually greater than 10% of our total equity investments portfolio.

### Recently Adopted Accounting Pronouncements

#### ASU No. 2021-08

In October 2021, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) No. 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which requires contract assets and contract liabilities acquired in a business combination to be recognized and measured in accordance with Topic 606, Revenue from Contracts with Customers, as if the acquirer had originated the contracts. Prior to the adoption of the new standard, such assets and liabilities were recognized by the acquirer at fair value on the acquisition date. We early adopted ASU No. 2021-08 on a prospective basis effective February 1, 2022. The adoption had no impact on our consolidated financial statements during fiscal 2023, and any financial impact will be dependent on the magnitude and nature of future business combinations.

### Note 3. Investments

#### Debt Securities

As of January 31, 2023, debt securities consisted of the following (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
U.S. treasury securities	\$ 2,455,739	\$ 77	\$ (6,765)	\$ 2,449,051
U.S. agency obligations	325,664	—	(3,874)	321,790
Corporate bonds	966,801	1,617	(6,715)	961,703
Commercial paper	1,016,641	—	(5)	1,016,636
<b>Total debt securities</b>	<b>\$ 4,764,845</b>	<b>\$ 1,694</b>	<b>\$ (17,359)</b>	<b>\$ 4,749,180</b>
Included in Cash and cash equivalents	\$ 594,864	\$ —	\$ (1)	\$ 594,863
Included in Marketable securities	\$ 4,169,980	\$ 1,694	\$ (17,357)	\$ 4,154,317

As of January 31, 2022, debt securities consisted of the following (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
U.S. treasury securities	\$ 843,627	\$ 5	\$ (1,720)	\$ 841,912
U.S. agency obligations	232,093	—	(1,168)	230,925
Corporate bonds	490,867	—	(1,815)	489,052
Commercial paper	969,204	—	—	969,204
<b>Total debt securities</b>	<b>\$ 2,535,791</b>	<b>\$ 5</b>	<b>\$ (4,703)</b>	<b>\$ 2,531,093</b>
Included in Cash and cash equivalents	\$ 525,524	\$ —	\$ (1)	\$ 525,523
Included in Marketable securities	\$ 2,010,267	\$ 5	\$ (4,702)	\$ 2,005,570

As of January 31, 2023, and 2022, the fair value of debt securities in an unrealized loss position was \$3.1 billion and \$1.5 billion, respectively, the majority of which had been in a continuous unrealized loss position for less than 12 months. We did not recognize any credit or non-credit related losses related to our debt securities during fiscal 2023, 2022, or 2021.

We sold \$98 million, \$162 million, and \$11 million of debt securities during fiscal 2023, 2022, and 2021, respectively. The realized gains and losses from the sales were immaterial.

**Equity Investments**

Equity investments consisted of the following (in thousands):

	Consolidated Balance Sheets Location	As of January 31,	
		2023	2022
Money market funds	Cash and cash equivalents	\$ 902,226	\$ 607,640
Non-marketable equity investments measured using the measurement alternative	Other assets	261,922	256,643
Marketable equity investments	Marketable securities	80,766	104,318
Total equity investments		\$ 1,244,914	\$ 968,601

Total realized and unrealized gains and losses associated with our equity investments consisted of the following (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Net realized gains (losses) recognized on equity investments sold <sup>(1)</sup>	\$ (741)	\$ 22,273	\$ 1,667
Net unrealized gains (losses) recognized on equity investments held as of the end of the period	(26,551)	121,474	18,425
Total net gains (losses) recognized in Other income (expense), net	\$ (27,292)	\$ 143,747	\$ 20,092

(1) Reflects the difference between the sale proceeds and the carrying value of the equity investments at the beginning of the fiscal year.

*Non-Marketable Equity Investments Measured Using the Measurement Alternative*

The carrying values for our non-marketable equity investments are summarized below (in thousands):

	As of January 31,	
	2023	2022
Total initial cost	\$ 206,833	\$ 192,694
Cumulative net unrealized gains (losses)	55,089	63,949
Carrying value	\$ 261,922	\$ 256,643

In fiscal 2023, we recorded upward adjustments to the carrying value of non-marketable equity investments of \$8 million and impairment losses of \$16 million. In fiscal 2022, we recorded upward adjustments to the carrying value of non-marketable equity investments of \$58 million and a non-cash gain of \$12 million related to our acquisition of Zimit. In fiscal 2021, we recorded upward adjustments to the carrying value of non-marketable equity investments of \$9 million.

*Marketable Equity Investments*

The carrying values for our marketable equity investments are summarized below (in thousands):

	As of January 31,	
	2023	2022
Total initial cost	\$ 38,449	\$ 40,739
Cumulative net unrealized gains (losses)	42,317	63,579
Carrying value	\$ 80,766	\$ 104,318

During fiscal 2023, we sold marketable equity investments for proceeds of \$6 million, and the realized gains from the sales were not material. During fiscal 2022, we sold marketable equity investments for proceeds of \$37 million, with corresponding realized gains of \$7 million. There were no sales of marketable equity investments during fiscal 2021.

During fiscal 2023, 2022, and 2021, we recorded unrealized net losses of \$18 million, gains of \$67 million, and gains of \$14 million, respectively, on marketable equity investments held as of the end of each period.

**Note 4. Fair Value Measurements**

***Assets and Liabilities Measured at Fair Value on a Recurring Basis***

The following table presents information about our assets and liabilities that are measured at fair value on a recurring basis and their assigned levels within the valuation hierarchy as of January 31, 2023 (in thousands):

	Level 1	Level 2	Level 3	Total
U.S. treasury securities	\$ 2,449,051	\$ —	\$ —	\$ 2,449,051
U.S. agency obligations	—	321,790	—	321,790
Corporate bonds	—	961,703	—	961,703
Commercial paper	—	1,016,636	—	1,016,636
Money market funds	902,226	—	—	902,226
Marketable equity investments	80,766	—	—	80,766
Foreign currency derivative assets	—	64,824	—	64,824
Total assets	\$ 3,432,043	\$ 2,364,953	\$ —	\$ 5,796,996
Foreign currency derivative liabilities	\$ —	\$ 33,972	\$ —	\$ 33,972
Total liabilities	\$ —	\$ 33,972	\$ —	\$ 33,972

The following table presents information about our assets and liabilities that are measured at fair value on a recurring basis and their assigned levels within the valuation hierarchy as of January 31, 2022 (in thousands):

	Level 1	Level 2	Level 3	Total
U.S. treasury securities	\$ 841,912	\$ —	\$ —	\$ 841,912
U.S. agency obligations	—	230,925	—	230,925
Corporate bonds	—	489,052	—	489,052
Commercial paper	—	969,204	—	969,204
Money market funds	607,640	—	—	607,640
Marketable equity investments	104,318	—	—	104,318
Foreign currency derivative assets	—	39,031	—	39,031
Total assets	\$ 1,553,870	\$ 1,728,212	\$ —	\$ 3,282,082
Foreign currency derivative liabilities	\$ —	\$ 13,039	\$ —	\$ 13,039
Total liabilities	\$ —	\$ 13,039	\$ —	\$ 13,039

***Non-Marketable Equity Investments Measured at Fair Value on a Non-Recurring Basis***

Non-marketable equity investments that have been remeasured due to an observable event or impairment are classified within Level 3 in the fair value hierarchy because we estimate the value based on valuation methods which may include a combination of the observable transaction price at the transaction date and other unobservable inputs including volatility, rights, and obligations of the investments we hold. For further information, see [Note 3, Investments](#).

***Fair Value Measurements of Other Financial Instruments***

We carry our debt at face value less unamortized debt discount and issuance costs on our Consolidated Balance Sheets and present the fair value for disclosure purposes only. All of our debt obligations are categorized as Level 2 financial instruments. For further information on the fair values of our debt and the inputs used in the calculations, see [Note 11, Debt](#).

**Note 5. Deferred Costs**

Deferred costs, which consist of deferred sales commissions, were \$612 million and \$494 million as of January 31, 2023, and 2022, respectively. Amortization expense for the deferred costs was \$175 million, \$139 million, and \$113 million for fiscal 2023, 2022, and 2021, respectively. There was no impairment loss in relation to the costs capitalized for the periods presented.

**Note 6. Property and Equipment, Net**

Property and equipment, net consisted of the following (in thousands):

	As of January 31,	
	2023	2022
Computers, equipment, and software	\$ 1,286,540	\$ 1,071,141
Buildings	719,966	691,896
Leasehold improvements	202,101	158,037
Furniture, fixtures, and transportation equipment	90,816	79,723
Land and land improvements	81,083	80,553
Property and equipment, gross	2,380,506	2,081,350
Less accumulated depreciation and amortization	(1,179,252)	(958,275)
Property and equipment, net	\$ 1,201,254	\$ 1,123,075

Depreciation expense totaled \$275 million, \$263 million, and \$231 million for fiscal 2023, 2022, and 2021, respectively.

**Related-Party Transactions**

There were no material related party transactions related to our property and equipment in fiscal 2023.

*Aircraft Purchase*

During fiscal 2022, we purchased an aircraft from an affiliate of our Co-Founder and CEO Emeritus, David Duffield, for approximately \$24 million in cash. The aircraft was purchased primarily for the purpose of business travel by our Co-Founder, Co-CEO, and Chair Aneel Bhusri, and other Workday executives. In approving the related-party transaction, the Audit Committee of our Board of Directors considered the benefits to Workday of purchasing the aircraft, independent appraisals, the terms of the related purchase agreement, and the extent and nature of Mr. Duffield's interest in the transaction. The aircraft is included in the Furniture, fixtures, and transportation equipment category in the table above.

*Leased Property Purchase*

During fiscal 2021, we entered into an agreement with an affiliate of Mr. Duffield for an option to purchase certain leased office space ("Property") within our corporate headquarters at a price based on third-party appraisals and negotiation between Workday and the affiliated party ("Leased Property Purchase Option"). In deciding to enter into and subsequently exercise the Leased Property Purchase Option, our Board of Directors considered the benefits to Workday of purchasing the Property, including the importance of obtaining control of the Property, which is part of Workday's headquarters campus, and the long-term cost savings from ownership as compared to continuing to lease the Property. Our Board of Directors also considered independent appraisals, comparable transaction data, and the extent and nature of Mr. Duffield's interest in the transaction.

In the first quarter of fiscal 2022, we exercised the Leased Property Purchase Option at a purchase price of \$173 million in cash, reduced by a \$2 million fee paid for the Leased Property Purchase Option in the prior fiscal year. The carrying value of the Property upon purchase was \$158 million, calculated as the purchase price less approximately \$15 million which represents the difference between the carrying values of the right-of-use asset and lease liability of the Property immediately prior to the purchase. For further information, see [Note 12, Leases](#).

**Note 7. Business Combinations****Fiscal 2022***VNDLY Acquisition*

On December 21, 2021, we acquired all outstanding stock of VNDLY, a cloud-based external workforce and vendor management technology. With VNDLY, Workday will provide organizations with a unified workforce optimization solution that will help organizations manage all types of workers—salaried, hourly, contingent, and outsourced—and support a holistic talent strategy, including insight into costs, workforce planning needs, and compliance. We have included the financial results of VNDLY in our consolidated financial statements from the date of acquisition.

The acquisition-date fair value of the purchase consideration consisted of the following (in thousands):

Cash paid to stockholders and option holders	\$	473,029
Transaction costs paid by Workday on behalf of VNDLY		135
<b>Total</b>	<b>\$</b>	<b>473,164</b>

Additionally, in connection with the acquisition, we agreed to issue approximately 152 thousand shares of our Class A common stock to certain key VNDLY employees, with 50% of such shares issued following the first anniversary of the closing date of the acquisition and the remaining 50% to be issued following the second anniversary of the closing date, subject to service conditions. The aggregate fair value of the equity was accounted for as post-acquisition share-based compensation expense.

The purchase consideration was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date, with the excess recorded to goodwill. The purchase consideration allocation, which includes measurement period adjustments, was as follows (in thousands):

Cash	\$	22,830
Acquisition-related intangible assets		40,000
Goodwill		412,151
Other assets		2,595
Deferred tax liability		(2,372)
Other liabilities		(2,040)
<b>Total</b>	<b>\$</b>	<b>473,164</b>

The fair values and weighted-average useful lives of the acquired intangible assets by category were as follows (in thousands, except years):

	Estimated Fair Values	Weighted-Average Useful Lives (in Years)
Developed technology	\$ 27,000	4
Customer relationships	13,000	13
<b>Total acquisition-related intangible assets</b>	<b>\$ 40,000</b>	<b>7</b>

The goodwill recognized was primarily attributable to the assembled workforce and the expected synergies from integrating VNDLY's technology into our product portfolio. The goodwill is not deductible for income tax purposes.

Separate operating results and pro forma results of operations for VNDLY have not been presented as the effect of this acquisition was not material to our financial results.

#### *Zimit Acquisition*

On September 28, 2021, we acquired all outstanding stock of Zimit, a CPQ solution built for services industries. We believe the acquisition of Zimit will accelerate our ability to deliver a comprehensive quote-to-cash process automation offering that will provide services organizations increased visibility across the entire revenue cycle. We have included the financial results of Zimit in our consolidated financial statements from the date of acquisition.

The acquisition-date fair value of the purchase consideration was \$76 million, with \$62 million attributable to cash consideration and \$14 million attributable to the fair value of a previously held equity interest. We recorded developed technology intangible assets of \$7 million (to be amortized over an estimated useful life of 4 years), customer relationships intangible assets of \$3 million (to be amortized over an estimated useful life of 13 years), and goodwill of \$67 million. Goodwill was primarily attributable to the expected synergies from integrating Zimit's technology into our product portfolio. The goodwill is not deductible for income tax purposes.

We invested \$2 million in Zimit prior to the acquisition, which was accounted for as a non-marketable equity investment. We recognized a non-cash gain of approximately \$12 million as a result of remeasuring our prior equity interest in Zimit held before the business combination. The gain is included in Other income (expense), net on the Consolidated Statements of Operations.

Separate operating results and pro forma results of operations for Zimit have not been presented as the effect of this acquisition was not material to our financial results.

*Peakon Acquisition*

On March 9, 2021, we acquired all outstanding stock of Peakon, an employee success platform that converts feedback into actionable insights, for \$702 million. With Peakon, Workday will provide organizations with a continuous listening platform, including real-time visibility into employee experience, sentiment, and productivity, to help drive employee engagement and improve organizational performance. We have included the financial results of Peakon in our consolidated financial statements from the date of acquisition.

The acquisition-date fair value of the purchase consideration consisted of the following (in thousands):

Cash paid to stockholders, warrant holders, and vested option holders	\$	683,788
Transaction costs paid by Workday on behalf of Peakon		17,960
<b>Total</b>	<b>\$</b>	<b>701,748</b>

Additionally, we granted certain Peakon employees restricted stock awards (“RSAs”) with service conditions, which totaled approximately 82 thousand shares of our Class A common stock. The aggregate grant date fair value of the RSAs was accounted for as post-acquisition share-based compensation expense.

The purchase consideration was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date, with the excess recorded to goodwill. The purchase consideration allocation, which includes measurement period adjustments, was as follows (in thousands):

Acquisition-related intangible assets	\$	170,500
Goodwill		541,611
Other assets		34,639
Deferred tax liability		(20,021)
Other liabilities		(24,981)
<b>Total</b>	<b>\$</b>	<b>701,748</b>

The fair values and weighted-average useful lives of the acquired intangible assets by category were as follows (in thousands, except years):

	Estimated Fair Values	Weighted-Average Useful Lives (in Years)
Developed technology	\$ 94,000	5
Customer relationships	72,000	13
Backlog	4,000	3
Trade name	500	1
<b>Total acquisition-related intangible assets</b>	<b>\$ 170,500</b>	<b>8</b>

The goodwill recognized was primarily attributable to the assembled workforce and the expected synergies from integrating Peakon’s technology into our product portfolio. A portion of the goodwill was deductible for income tax purposes.

Separate operating results and pro forma results of operations for Peakon have not been presented as the effect of this acquisition was not material to our financial results.



**Note 8. Acquisition-Related Intangible Assets, Net**

Acquisition-related intangible assets, net consisted of the following (in thousands):

	As of January 31,	
	2023	2022
Developed technology	\$ 342,700	\$ 346,300
Customer relationships	311,100	311,100
Backlog	15,000	15,000
Trade name	12,500	12,500
Acquisition-related intangible assets, gross	681,300	684,900
Less accumulated amortization	(375,835)	(293,898)
Acquisition-related intangible assets, net	\$ 305,465	\$ 391,002

Amortization expense related to acquisition-related intangible assets was \$86 million, \$78 million, and \$60 million for fiscal 2023, 2022, and 2021, respectively.

As of January 31, 2023, our future estimated amortization expense related to acquisition-related intangible assets was as follows (in thousands):

Fiscal Period:	
2024	\$ 74,318
2025	61,663
2026	55,748
2027	31,177
2028	26,944
Thereafter	55,615
Total	\$ 305,465

**Note 9. Other Assets**

Other noncurrent assets consisted of the following (in thousands):

	As of January 31,	
	2023	2022
Non-marketable equity and other investments	\$ 263,485	\$ 256,759
Prepayments for goods and services	23,466	25,927
Derivative assets	21,757	16,618
Technology patents and other intangible assets, net	20,534	22,792
Net deferred tax assets	12,650	11,642
Deposits	5,819	6,701
Other	13,274	813
Total other assets	\$ 360,985	\$ 341,252

Technology patents and other intangible assets with estimable useful lives are amortized on a straight-line basis. As of January 31, 2023, the future estimated amortization expense was as follows (in thousands):

Fiscal Period:	
2024	\$ 3,234
2025	2,751
2026	2,496
2027	2,212
2028	2,016
Thereafter	7,825
Total	<u>\$ 20,534</u>

#### **Note 10. Derivative Instruments**

We conduct business on a global basis in multiple foreign currencies, subjecting Workday to foreign currency exchange risk. To mitigate this risk, we utilize derivative hedging contracts as described below. We do not enter into any derivatives for trading or speculative purposes.

##### ***Cash Flow Hedges***

We enter into foreign currency forward contracts to hedge a portion of our forecasted revenue and expense transactions. We designate these forward contracts as cash flow hedging instruments since the accounting criteria for such designation has been met.

As of January 31, 2023, we estimate that \$64 million of net gains recorded in AOCI related to our cash flow hedges will be reclassified into income within the next 12 months.

As of January 31, 2023, and 2022, the notional values of the cash flow hedges that we held to buy U.S. dollars in exchange for other currencies were \$1.7 billion and \$1.4 billion, respectively. The notional values of the cash flow hedges that we held to sell U.S. dollars in exchange for other currencies were \$324 million and \$355 million as of January 31, 2023, and 2022, respectively. All contracts had maturities of less than 48 months.

##### ***Non-Designated Hedges***

We also enter into foreign currency forward contracts to hedge a portion of our net outstanding monetary assets and liabilities. These forward contracts are intended to offset foreign currency gains or losses associated with the underlying monetary assets and liabilities and are recorded on the Consolidated Balance Sheets at fair value.

As of January 31, 2023, and 2022, the notional values of the non-designated hedges that we held to buy U.S. dollars in exchange for other currencies were \$235 million and \$217 million, respectively, and the notional values of the non-designated hedges that we held to sell U.S. dollars in exchange for other currencies were \$2 million and \$8 million, respectively.

The fair values of outstanding derivative instruments were as follows (in thousands):

	Consolidated Balance Sheets Location	As of January 31,	
		2023	2022
<b>Derivative assets:</b>			
Cash flow hedges	Prepaid expenses and other current assets	\$ 42,968	\$ 21,337
Cash flow hedges	Other assets	21,757	16,618
Non-designated hedges	Prepaid expenses and other current assets	99	1,076
<b>Total derivative assets</b>		<b>\$ 64,824</b>	<b>\$ 39,031</b>
<b>Derivative liabilities:</b>			
Cash flow hedges	Accrued expenses and other current liabilities	\$ 13,231	\$ 7,512
Cash flow hedges	Other liabilities	15,496	5,175
Non-designated hedges	Accrued expenses and other current liabilities	5,244	336
Non-designated hedges	Other liabilities	1	16
<b>Total derivative liabilities</b>		<b>\$ 33,972</b>	<b>\$ 13,039</b>

The effect of cash flow hedges on the Consolidated Statements of Operations was as follows (in thousands):

Consolidated Statements of Operations Location	Year Ended January 31,					
	2023		2022		2021	
	Total	Gains (losses) related to cash flow hedges	Total	Gains (losses) related to cash flow hedges	Total	Gains (losses) related to cash flow hedges
Revenues	\$ 6,215,818	\$ 17,380	\$ 5,138,798	\$ (8,759)	\$ 4,317,996	\$ 18,780
Costs and expenses	6,438,018	(29,149)	5,255,248	—	4,566,595	—
Income taxes	106,799	(6,092)	(13,191)	—	7,297	—

Pre-tax gains (losses) associated with cash flow hedges were as follows (in thousands):

	Consolidated Statements of Operations and Statements of Comprehensive Income (Loss) Locations	Year Ended January 31,		
		2023	2022	2021
Gains (losses) recognized in OCI	Net change in unrealized gains (losses) on cash flow hedges	\$ 39,885	\$ 63,494	\$ (61,171)
Gains (losses) reclassified from AOCI into income (effective portion)	Revenues	17,380	(8,759)	18,780
Gains (losses) reclassified from AOCI into income (effective portion)	Costs and expenses	(29,149)	—	—
Gains (losses) reclassified from AOCI into income (effective portion)	Income taxes	(6,092)	—	—

Gains (losses) associated with non-designated hedges were as follows (in thousands):

Consolidated Statements of Operations Location		Year Ended January 31,		
		2023	2022	2021
Gains (losses) related to non-designated hedges	Other income (expense), net	\$ 9,667	\$ 6,664	\$ (4,095)

We are subject to netting agreements with all of the counterparties of the foreign exchange contracts, under which we are permitted to net settle transactions of the same currency with a single net amount payable by one party to the other. It is our policy to present the derivatives gross on the Consolidated Balance Sheets. Our foreign currency forward contracts are not subject to any credit contingent features or collateral requirements. We manage our exposure to counterparty risk by entering into contracts with a diversified group of major financial institutions and by actively monitoring outstanding positions.

As of January 31, 2023, information related to these offsetting arrangements was as follows (in thousands):

	Gross Amounts of Recognized Assets	Gross Amounts Offset on the Consolidated Balance Sheets	Net Amounts of Assets Presented on the Consolidated Balance Sheets	Gross Amounts Not Offset on the Consolidated Balance Sheets		
				Financial Instruments	Cash Collateral Received	Net Assets Exposed
<b>Derivative assets:</b>						
Counterparty A	\$ 15,038	\$ —	\$ 15,038	\$ (6,531)	\$ —	\$ 8,507
Counterparty B	14,264	—	14,264	(9,293)	—	4,971
Counterparty C	3,410	—	3,410	(2,533)	—	877
Counterparty D	28,380	—	28,380	(14,466)	—	13,914
Counterparty E	3,732	—	3,732	(1,149)	—	2,583
<b>Total</b>	<b>\$ 64,824</b>	<b>\$ —</b>	<b>\$ 64,824</b>	<b>\$ (33,972)</b>	<b>\$ —</b>	<b>\$ 30,852</b>

	Gross Amounts of Recognized Liabilities	Gross Amounts Offset on the Consolidated Balance Sheets	Net Amounts of Liabilities Presented on the Consolidated Balance Sheets	Gross Amounts Not Offset on the Consolidated Balance Sheets		
				Financial Instruments	Cash Collateral Pledged	Net Liabilities Exposed
<b>Derivative liabilities:</b>						
Counterparty A	\$ 6,531	\$ —	\$ 6,531	\$ (6,531)	\$ —	\$ —
Counterparty B	9,293	—	9,293	(9,293)	—	—
Counterparty C	2,533	—	2,533	(2,533)	—	—
Counterparty D	14,466	—	14,466	(14,466)	—	—
Counterparty E	1,149	—	1,149	(1,149)	—	—
<b>Total</b>	<b>\$ 33,972</b>	<b>\$ —</b>	<b>\$ 33,972</b>	<b>\$ (33,972)</b>	<b>\$ —</b>	<b>\$ —</b>

**Note 11. Debt**

Outstanding debt consisted of the following (in thousands):

	As of January 31,	
	2023	2022
2027 Notes	\$ 1,000,000	\$ —
2029 Notes	750,000	—
2032 Notes	1,250,000	—
2022 Notes	—	1,149,817
Term loan under the 2020 Credit Agreement	—	693,750
<b>Total principal amount</b>	<b>3,000,000</b>	<b>1,843,567</b>
Less: unamortized debt discount and issuance costs	(24,066)	(3,770)
<b>Net carrying amount</b>	<b>2,975,934</b>	<b>1,839,797</b>
Less: debt, current	—	(1,222,443)
<b>Debt, noncurrent</b>	<b>\$ 2,975,934</b>	<b>\$ 617,354</b>

As of January 31, 2023, the future principal payments for the outstanding debt were as follows (in thousands):

Fiscal Period:	
2024	\$ —
2025	—
2026	—
2027	—
2028	1,000,000
Thereafter	2,000,000
Total principal amount	<u>\$ 3,000,000</u>

### Senior Notes

In April 2022, we issued \$3.0 billion aggregate principal amount of senior notes, consisting of \$1.0 billion aggregate principal amount of 3.500% notes due April 1, 2027, \$750 million aggregate principal amount of 3.700% notes due April 1, 2029, and \$1.25 billion aggregate principal amount of 3.800% notes due April 1, 2032. Interest is payable semi-annually in arrears on April 1 and October 1 of each year, which commenced in October 2022.

The Senior Notes are unsecured obligations and rank equally with all existing and future unsecured and unsubordinated indebtedness of Workday. We may redeem the Senior Notes in whole or in part at any time or from time to time, at specified redemption dates and prices. In addition, upon the occurrence of certain change of control triggering events, we may be required to repurchase the Senior Notes under specified terms. The indenture governing the Senior Notes also includes covenants (including certain limited covenants restricting our ability to incur certain liens and enter into certain sale and leaseback transactions), events of default, and other customary provisions. As of January 31, 2023, we were in compliance with all covenants associated with the Senior Notes.

We incurred debt discount and issuance costs of approximately \$27 million in connection with the Senior Notes offering, which were allocated on a pro rata basis to the 2027 Notes, 2029 Notes, and 2032 Notes. The debt discount and issuance costs are amortized on a straight-line basis, which approximates the effective interest rate method, to interest expense over the contractual term of each arrangement. The effective interest rates on the 2027 Notes, 2029 Notes, and 2032 Notes, which are calculated as the contractual interest rates adjusted for the debt discount and issuance costs, are 3.67%, 3.82%, and 3.90%, respectively.

As of January 31, 2023, the total estimated fair value of the Senior Notes was \$2.8 billion. The estimated fair values of the Senior Notes, which we have classified as Level 2 financial instruments, were determined based on quoted bid prices in an over-the-counter market on the last trading day of the reporting period.

### Credit Agreement

In April 2022, we entered into the 2022 Credit Agreement which provides for a revolving credit facility in an aggregate principal amount of \$1.0 billion. The 2022 Credit Agreement replaced our 2020 Credit Agreement, which provided for a term loan facility in an aggregate original principal amount of \$750 million and a revolving credit facility in an aggregate principal amount of \$750 million. Concurrently with entering into the 2022 Credit Agreement, we paid off the remaining principal balance of \$694 million on the term loan under the 2020 Credit Agreement and terminated the revolving credit facility under the 2020 Credit Agreement which had no outstanding balance. The modification to our revolving credit facility and extinguishment of the term loan under the 2020 Credit Agreement did not have a material impact to our Consolidated Statements of Operations for fiscal 2023.

As of January 31, 2023, we had no outstanding revolving loans under the 2022 Credit Agreement. The revolving loans under the 2022 Credit Agreement may be borrowed, repaid, and reborrowed until April 6, 2027, at which time all amounts borrowed must be repaid. The revolving loans under the 2022 Credit Agreement will bear interest, at our option, at a base rate plus a margin of 0.000% to 0.500% or a SOFR plus 10 basis points, plus a margin of 0.750% to 1.500%, with such margin being determined based on our consolidated leverage ratio or debt rating. We are also obligated to pay an ongoing commitment fee on undrawn amounts.

The 2022 Credit Agreement contains customary representations, warranties, and affirmative and negative covenants, including a financial covenant, events of default, and indemnification provisions in favor of the lenders. The negative covenants include restrictions on the incurrence of liens and indebtedness, certain merger transactions, and other matters, all subject to certain exceptions. The financial covenant, based on a quarterly financial test, requires that we do not exceed a maximum leverage ratio of 3.50:1.00, subject to a step-up to 4.50:1.00 at our election for a certain period following an acquisition. As of January 31, 2023, we were in compliance with all covenants.

### ***Convertible Senior Notes***

#### *2022 Notes*

In September 2017, we issued 0.25% convertible senior notes due October 1, 2022, with a principal amount of \$1.15 billion. The 2022 Notes were unsecured, unsubordinated obligations, and interest was payable in cash in arrears at a fixed rate of 0.25% on April 1 and October 1 of each year. During fiscal 2023, the 2022 Notes were converted by note holders, and we repaid the \$1.15 billion principal balance in cash. We also distributed approximately 0.6 million shares of our Class A common stock to note holders during fiscal 2023, which represents the conversion value in excess of the principal amount.

#### *2020 Notes*

In June 2013, we issued 1.50% convertible senior notes due July 15, 2020, with a principal amount of \$250 million (the “2020 Notes”). The 2020 Notes were unsecured, unsubordinated obligations, and interest was payable in cash in arrears at a fixed rate of 1.50% on January 15 and July 15 of each year. During fiscal 2021, the 2020 Notes were converted by note holders, and we repaid the \$250 million principal balance in cash. We also distributed approximately 1.7 million shares of our Class A common stock to note holders during fiscal 2021, which represents the conversion value in excess of the principal amount.

#### *Notes Hedges*

In connection with the issuance of the 2022 Notes and 2020 Notes, we entered into convertible note hedge transactions (“Purchased Options”) which gave us the option to purchase, subject to anti-dilution adjustments substantially identical to those in the 2022 Notes and 2020 Notes, approximately 7.8 million and 3.1 million shares of our Class A common stock, respectively, for \$147.10 and \$81.74 per share, respectively. During fiscal 2023 and 2021, we received approximately 0.6 million and 1.7 million shares of our Class A common stock, respectively, from the exercise of the Purchased Options, which offset economic dilution to our Class A common stock upon conversion of the 2022 Notes and 2020 Notes. These shares are held as treasury stock as of January 31, 2023. The Purchased Options were separate transactions and were not part of the terms of the 2022 Notes and 2020 Notes, and expired on October 1, 2022, and July 15, 2020, respectively.

#### *Warrants*

In connection with the issuance of the 2022 Notes and 2020 Notes, we also entered into warrant transactions to sell warrants (“Warrants”) to acquire, subject to anti-dilution adjustments, up to approximately 7.8 million shares of our Class A common stock over 60 scheduled trading days beginning in January 2023 and 3.1 million shares of our Class A common stock over 60 scheduled trading days beginning in October 2020 at an exercise price of \$213.96 and \$107.96 per share, respectively.

The Warrants related to the 2022 Notes will be net share settled, and the resulting number of shares of our common stock we will issue depends on the daily volume-weighted average stock prices over the 60 scheduled trading day period beginning on the first expiration date of the Warrants. If the market value per share of our Class A common stock exceeds the applicable exercise price of the Warrants, the Warrants will have a dilutive effect on our earnings per share, assuming that we are profitable. If the Warrants are not exercised on their exercise dates, they will expire. The Warrants are separate transactions and are not part of the terms of the 2022 Notes or the Purchased Options. As of January 31, 2023, 2.6 million Warrants expired without exercise, and 5.2 million Warrants remained outstanding.

The Warrants related to the 2020 Notes were exercised during the third and fourth quarters of fiscal 2021, and we distributed approximately 1.6 million shares of our Class A common stock to warrant holders primarily utilizing treasury stock. As of January 31, 2021, there were no Warrants outstanding related to the 2020 Notes.

**Interest Expense on Debt**

The following table sets forth total interest expense recognized related to our debt (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Contractual interest expense	\$ 95,265	\$ 12,525	\$ 15,012
Interest cost related to amortization and write-off of debt discount and issuance costs	6,955	3,988	53,693
Total interest expense	\$ 102,220	\$ 16,513	\$ 68,705

**Note 12. Leases**

We have entered into operating lease agreements for our office space, data centers, and other property and equipment. Operating lease right-of-use assets were \$249 million and \$248 million as of January 31, 2023, and 2022, respectively, and operating lease liabilities were \$273 million and \$263 million as of January 31, 2023, and 2022, respectively. We have also entered into finance lease agreements for other property and equipment. As of January 31, 2023, and 2022, finance leases were not material.

The components of operating lease expense were as follows (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Operating lease cost	\$ 99,084	\$ 93,045	\$ 94,183
Short-term lease cost	3,876	6,638	14,544
Variable lease cost	44,841	25,743	17,708
Total operating lease cost	\$ 147,801	\$ 125,426	\$ 126,435

Supplemental cash flow information related to our operating leases was as follows (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Cash paid for operating lease liabilities	\$ 93,868	\$ 91,402	\$ 87,450
Operating lease right-of-use assets obtained in exchange for new operating lease liabilities	95,702	54,846	205,103

Other information related to our operating leases was as follows:

	As of January 31,	
	2023	2022
Weighted average remaining lease term (in years)	5	5
Weighted average discount rate	2.79 %	2.35 %

As of January 31, 2023, maturities of operating lease liabilities were as follows (in thousands):

Fiscal Period:	
2024	\$ 97,387
2025	78,696
2026	49,103
2027	28,333
2028	19,808
Thereafter	27,494
Total lease payments	300,821
Less imputed interest	(27,679)
Total operating lease liabilities	\$ 273,142

As of January 31, 2023, we had entered into additional operating leases for data centers and office space that had not yet commenced with total undiscounted lease payments of \$66 million. These operating leases will commence in fiscal 2024 and fiscal 2025, with lease terms ranging from five to ten years.

**Related-Party Transactions**

There were no material related party transactions related to our leases in fiscal 2023.

**Leased Property Purchase**

As discussed in [Note 6, Property and Equipment, Net](#), during fiscal 2021, we entered into an agreement with an affiliated party which gave us the option to purchase certain leased properties within our corporate headquarters. We exercised the Leased Property Purchase Option in the first quarter of fiscal 2022 at a purchase price of \$173 million in cash, reduced by a \$2 million fee paid for the Leased Property Purchase Option in the prior fiscal year.

Subsequent to the exercise of the Leased Property Purchase Option, the Property was included in Property and equipment, net on the Consolidated Balance Sheets. As of January 31, 2021, operating lease right-of-use assets and operating lease liabilities related to these agreements were \$134 million and \$146 million, respectively. The total rent expense under these agreements was \$2 million and \$16 million for fiscal 2022 and 2021, respectively.

**Note 13. Commitments and Contingencies**

**Purchase Obligations**

Our purchase obligations are primarily related to agreements for third-party hosted infrastructure platforms, data center equipment and software, business technology software and support, and sales and marketing activities. These obligations consist of agreements to purchase goods and services that are enforceable and legally binding, and specify all significant terms and the approximate timing of the payments. For purchase obligations with cancellation provisions, the amounts included in the following table were limited to the non-cancelable portion of the agreement terms or the minimum cancellation fees.

Future payments under purchase obligations with a remaining term in excess of one year as of January 31, 2023, were as follows (in thousands):

	Third-Party Hosted Infrastructure Platform Obligations	Other Purchase Obligations
Fiscal Period:		
2024	\$ 40,000	\$ 115,386
2025	72,235	71,281
2026	165,391	65,895
2027	120,000	39,427
2028	150,000	44,889
Thereafter	—	35,395
Total	\$ 547,626	\$ 372,273

**Legal Matters**

We are a party to various legal proceedings and claims that arise in the ordinary course of business. We make a provision for a liability relating to legal matters when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. These provisions are reviewed at least quarterly and adjusted to reflect the impacts of negotiations, settlements, rulings, advice of legal counsel, and other information and events pertaining to a particular matter. In our opinion, as of January 31, 2023, there was not at least a reasonable possibility that we had incurred a material loss, or a material loss in excess of a recorded accrual, with respect to such loss contingencies.



**Note 14. Stockholders' Equity**

***Common Stock***

As of January 31, 2023, there were 203 million shares of Class A common stock, net of treasury stock, and 55 million shares of Class B common stock outstanding. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and each share of Class B common stock is entitled to 10 votes per share. Each share of Class B common stock can be converted into a share of Class A common stock at any time at the option of the holder. All of our Class A and Class B shares will convert to a single class of common stock upon the date that is the first to occur of (i) October 17, 2032, (ii) such time as the shares of Class B common stock represent less than 9% of the outstanding Class A common stock and Class B common stock, (iii) nine months following the death of both Mr. Duffield and Mr. Bhusri, and (iv) the date on which the holders of a majority of the shares of Class B common stock elect to convert all shares of Class A common stock and Class B common stock into a single class of common stock.

***Share Repurchase Program***

In November 2022, our Board of Directors authorized the repurchase of up to \$500 million of our outstanding shares of Class A common stock. We may repurchase shares of Class A common stock from time to time through open market purchases, in privately negotiated transactions, or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Exchange Act, in accordance with applicable securities laws and other restrictions. The timing and total amount of stock repurchases will depend upon business, economic, and market conditions, corporate and regulatory requirements, prevailing stock prices, and other considerations. The Share Repurchase Program has a term of 18 months, may be suspended or discontinued at any time, and does not obligate us to acquire any amount of Class A common stock.

During fiscal 2023, we repurchased approximately 0.5 million shares of Class A common stock for approximately \$75 million at an average price per share of \$165.75. All repurchases were made in open market transactions. As of January 31, 2023, we were authorized to purchase a remaining \$425 million of our outstanding shares of Class A common stock under the Share Repurchase Program.

***Employee Equity Plans***

On June 22, 2022, our stockholders approved the 2022 Equity Incentive Plan ("2022 Plan"), with a reserve of 30 million shares for issuance. The 2022 Plan serves as the successor to our 2012 Equity Incentive Plan ("2012 Plan" and, together with the 2022 Plan, "Stock Plans"). Awards that are granted on or after the effective date of the 2022 Plan will be granted pursuant to and subject to the terms and provisions of the 2022 Plan. Prior awards granted under the 2012 Plan continue to be subject to the terms and provisions of the 2012 Plan. As of January 31, 2023, we had 28 million shares of Class A common stock available for future grants.

On June 22, 2022, our stockholders approved the ESPP. Under the ESPP, eligible employees are granted options to purchase shares at the lower of 85% of the fair market value of the stock at the time of grant or 85% of the fair market value at the time of exercise. Options to purchase shares are granted twice yearly on or about June 1 and December 1, and are exercisable on or about the succeeding November 30 and May 31, respectively. Pursuant to the terms of the ESPP, the share reserve increased by 2 million shares on March 31, 2022. As of January 31, 2023, 5 million shares of Class A common stock were available for issuance under the ESPP.

***Restricted Stock Units***

The Stock Plans provide for the issuance of RSUs to employees and non-employees. RSUs generally vest over four years. RSU activity during fiscal 2023 was as follows (in thousands, except per share data):

	Number of Shares	Weighted-Average Grant Date Fair Value
Balance as of January 31, 2022	11,808	\$ 209.12
RSUs granted	9,184	200.98
RSUs vested	(5,466)	203.51
RSUs forfeited	(1,427)	205.26
Balance as of January 31, 2023	<u>14,099</u>	<u>206.38</u>

The weighted-average grant date fair value of RSUs granted during fiscal 2023, 2022, and 2021 was \$200.98, \$259.61, and \$152.70, respectively. The total fair value of RSUs vested as of the vesting dates during fiscal 2023, 2022, and 2021 was \$977 million, \$1.6 billion, and \$1.1 billion, respectively.

In the fourth quarter of fiscal 2023, we modified the vesting date of all unvested RSU awards from the 15th to the 5th of each month. This change impacted awards vesting after December 31, 2022, and resulted in an acceleration of share-based compensation expense of \$28 million.

As of January 31, 2023, there was a total of \$2.1 billion in unrecognized compensation cost, adjusted for estimated forfeitures, related to unvested RSUs, which is expected to be recognized over a weighted-average period of approximately three years.

**Market-Based Restricted Stock Units**

In December 2022, 0.3 million shares of market-based RSUs were granted to our newly appointed Co-CEO that vest based on appreciation of the price of our Class A common stock over a multi-year period and upon continued service (“PVU Award”). We estimated the fair value of the PVU Award on the grant date using the Monte Carlo simulation model with the following assumptions: (i) expected volatility of 40%, (ii) risk-free interest rate of 4%, and (iii) total performance period of six years. The weighted-average grant date fair value of the PVU Award was \$124.80 per share. We recognize expense for the PVU Award over the requisite service period of five years using the accelerated attribution method. Provided that the requisite service is rendered, the total fair value of the PVU Award at the date of grant is recognized as compensation expense even if the market condition is not achieved. However, the number of shares that ultimately vest can vary significantly with the achievement of the specified market criteria.

As of January 31, 2023, there was a total of \$35 million in unrecognized compensation cost related to the PVU Award, which is expected to be recognized over approximately five years.

**Performance-Based Restricted Stock Units**

During fiscal 2022, 0.4 million shares of PRSUs were granted to employees below the level of vice president that included both service conditions and performance conditions related to company-wide goals. These performance conditions were met and the PRSUs vested on March 15, 2022. We did not grant any company-wide PRSUs in fiscal 2023.

**Stock Options**

The Stock Plans provide for the issuance of incentive and nonstatutory stock options to employees and non-employees. Stock options issued under the Stock Plans generally are exercisable for periods not to exceed ten years and generally vest over five years. Stock option activity during fiscal 2023 was as follows (in thousands, except aggregate intrinsic value which is reflected in millions and per share data):

	Outstanding Stock Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Balance as of January 31, 2022	387	\$ 20.09	\$ 90
Stock options exercised	(228)	15.66	
Stock options canceled	(44)	16.20	
Balance as of January 31, 2023	115	30.36	17
Vested and expected to vest as of January 31, 2023	115	30.36	17
Exercisable as of January 31, 2023	115	30.34	17

The total grant date fair value of stock options vested during fiscal 2023, 2022, and 2021 was \$1 million, \$8 million, and \$23 million, respectively. The total intrinsic value of stock options exercised during fiscal 2023, 2022, and 2021 was \$41 million, \$209 million, and \$396 million, respectively. The intrinsic value is the difference between the current fair value of the stock and the exercise price of the stock option.

As of January 31, 2023, unrecognized compensation cost related to unvested stock options was not material.

The stock options that are exercisable as of January 31, 2023, have a weighted-average remaining contractual life of approximately five years. The weighted-average remaining contractual life of vested and expected to vest stock options as of January 31, 2023, is approximately five years, and the weighted-average remaining contractual life of outstanding stock options as of January 31, 2023, is approximately five years.

**Employee Stock Purchase Plan**

For fiscal 2023, approximately 1 million shares of Class A common shares were purchased under the ESPP at a weighted-average price of \$132.95 per share, resulting in cash proceeds of \$149 million.

The fair value of stock purchase rights granted under the ESPP was estimated using the following assumptions:

	Year Ended January 31,		
	2023	2022	2021
Expected volatility	46.2% - 48.5%	30.4% - 41.5%	36.9% - 51.0%
Expected term (in years)	0.5	0.5	0.5
Risk-free interest rate	1.63% - 4.65%	0.04% - 0.10%	0.10% - 1.62%
Dividend yield	—%	—%	—%
Grant date fair value per share	\$156.56 - \$169.48	\$225.70 - \$260.86	\$146.14 - \$191.85

**Note 15. Unearned Revenue and Performance Obligations**

Subscription services revenues of \$3.0 billion, \$2.5 billion, and \$2.2 billion were recognized during fiscal 2023, 2022, and 2021, respectively, that were included in the unearned revenue balances at the beginning of the respective periods. Professional services revenues recognized in the same periods from unearned revenue balances at the beginning of the respective periods were not material.

**Transaction Price Allocated to the Remaining Performance Obligations**

As of January 31, 2023, approximately \$16.4 billion of revenues are expected to be recognized from remaining performance obligations for subscription contracts. We expect to recognize revenues on approximately \$9.7 billion of these remaining performance obligations over the next 24 months, with the balance recognized thereafter. Revenues from remaining performance obligations for professional services contracts as of January 31, 2023, were not material.

**Note 16. Other Income (Expense), Net**

Other income (expense), net consisted of the following (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Interest income	\$ 97,709	\$ 5,575	\$ 18,788
Interest expense <sup>(1)</sup>	(102,353)	(16,602)	(68,806)
Other <sup>(2)</sup>	(33,106)	143,659	23,483
Total other income (expense), net	\$ (37,750)	\$ 132,632	\$ (26,535)

(1) Interest expense primarily includes the contractual interest expense of our debt obligations, and the related non-cash interest expense attributable to amortization of the debt discount and issuance costs. For further information, see [Note 11, Debt](#).

(2) Other primarily includes the net gains (losses) from our equity investments. For further information, see [Note 3, Investments](#).

**Note 17. Income Taxes**

The components of income (loss) before provision for (benefit from) income taxes were as follows (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Domestic	\$ (59,376)	\$ 309,061	\$ (140,352)
Foreign	(200,574)	(292,879)	(134,782)
Income (loss) before provision for (benefit from) income taxes	\$ (259,950)	\$ 16,182	\$ (275,134)

The provision for (benefit from) income taxes consisted of the following (in thousands):

	Year Ended January 31,		
	2023	2022	2021
<b>Current:</b>			
Federal	\$ 209	\$ —	\$ —
State	14,316	763	1,524
Foreign	96,722	7,300	9,248
<b>Total</b>	<b>111,247</b>	<b>8,063</b>	<b>10,772</b>
<b>Deferred:</b>			
Federal	623	(1,953)	(81)
State	667	(721)	(177)
Foreign	(5,738)	(18,580)	(3,217)
<b>Total</b>	<b>(4,448)</b>	<b>(21,254)</b>	<b>(3,475)</b>
Provision for (benefit from) income taxes	<b>\$ 106,799</b>	<b>\$ (13,191)</b>	<b>\$ 7,297</b>

The items accounting for the difference between income taxes computed at the federal statutory income tax rate and the provision for (benefit from) income taxes consisted of the following:

	Year Ended January 31,		
	2023	2022	2021
Federal statutory rate	21.0 %	21.0 %	21.0 %
<b>Effect of:</b>			
Foreign income at other than U.S. rates	(44.7)%	321.0 %	(13.1)%
Intercompany transactions	3.5 %	(158.2)%	1.0 %
Research tax credits	26.5 %	(447.7)%	26.6 %
State taxes, net of federal benefit	(4.7)%	(0.7)%	(0.5)%
Changes in valuation allowance	(14.9)%	558.5 %	(56.3)%
Share-based compensation	(26.5)%	(365.4)%	19.0 %
Permanent difference	(0.9)%	4.6 %	(0.3)%
Nontaxable gain on investment	— %	(15.7)%	0.0 %
Other	(0.4)%	1.0 %	(0.1)%
<b>Total</b>	<b>(41.1)%</b>	<b>(81.6)%</b>	<b>(2.7)%</b>

As a result of our history of net operating losses, the current provision for income taxes primarily relates to state income taxes and the current foreign provision from our profitable foreign entities. The domestic income tax provision was primarily related to an increase in state taxes due to capitalized research and development expenditures. The foreign income tax provision was primarily attributable to a taxable gain recognized from an intercompany sale of intellectual property and income tax expenses in profitable foreign jurisdictions.

On August 16, 2022, the U.S. enacted the Inflation Reduction Act (“IRA”) of 2022, which, among other things, implemented a 15% minimum tax on book income of certain large corporations, a 1% excise tax on net stock repurchases, and several tax incentives to promote clean energy. The provisions of the IRA had no impact to our fiscal 2023 income tax provision.

The 2017 Tax Cuts and Jobs Act requires research and development expenditures incurred for the tax year beginning after December 31, 2021, to be capitalized and amortized ratably over five years for domestic research and fifteen years for international research. The mandatory capitalization requirement had no material impact to our fiscal 2023 income tax provision due to our tax attributes carryover and full valuation allowance position.

Significant components of our deferred tax assets and liabilities were as follows (in thousands):

	As of January 31,	
	2023	2022
<b>Deferred tax assets:</b>		
Unearned revenue	\$ 10,590	\$ 16,877
Other reserves and accruals	60,419	28,629
Tax attributes carryforward	1,574,849	1,790,396
Capitalized research and development expense	255,384	—
Property and equipment	29,833	23,977
Share-based compensation	75,373	71,191
Intangibles	503,256	422,985
Operating lease liabilities	63,278	60,714
Other	27,364	39,373
<b>Total deferred tax assets</b>	<b>2,600,346</b>	<b>2,454,142</b>
Valuation allowance	(2,358,496)	(2,242,901)
<b>Deferred tax assets, net of valuation allowance</b>	<b>241,850</b>	<b>211,241</b>
<b>Deferred tax liabilities:</b>		
Deferred commissions	(126,618)	(102,682)
Operating lease right-of-use assets	(57,419)	(57,001)
Other	(46,695)	(43,990)
<b>Total deferred tax liabilities</b>	<b>(230,732)</b>	<b>(203,673)</b>
<b>Net deferred tax assets</b>	<b>\$ 11,118</b>	<b>\$ 7,568</b>

We regularly assess the need for a valuation allowance against our deferred tax assets by considering both positive and negative evidence related to whether it is more likely than not that our deferred tax assets will be realized. In evaluating the need for a valuation allowance, we consider the cumulative losses in recent years as a significant piece of negative evidence that is generally difficult to overcome. As of January 31, 2023, we continue to maintain a full valuation allowance against our U.S. federal, state, and certain foreign jurisdiction deferred tax assets.

As of January 31, 2023, we recorded a valuation allowance of \$2.4 billion for the portion of the deferred tax assets that we do not expect to be realized. The valuation allowance on our net deferred tax assets increased by \$116 million and \$159 million during fiscal 2023 and 2022, respectively. The increase in the valuation allowance during fiscal 2023 is mainly due to an increase in deferred tax assets on amortization of intangibles from business combinations and capitalized research and development expenditures and credits, which are partially offset by the utilization of net operating losses.

As of January 31, 2023, we had approximately \$2.8 billion of federal, \$2.8 billion of state, and \$3.0 billion of foreign net operating loss and other tax attributes carryforwards available to offset future taxable income. If not utilized, the pre-fiscal 2018 federal and the state net operating loss carryforwards expire in varying amounts between fiscal 2024 and 2043. The federal net operating losses generated in and after fiscal 2018 and the foreign net operating losses and other tax attributes do not expire and may be carried forward indefinitely.

We also had approximately \$310 million of federal and \$294 million of California research and development tax credit carryforwards as of January 31, 2023. The federal credits expire in varying amounts between fiscal 2024 and 2043. The California research credits do not expire and may be carried forward indefinitely.

Our ability to utilize the net operating loss and tax credit carryforwards in the future may be subject to substantial restrictions in the event of past or future ownership changes as defined in Section 382 of the Internal Revenue Code of 1986, as amended, and similar state tax law.

We intend to permanently reinvest any future earnings in our foreign operations unless such earnings are subject to U.S. federal income taxes. As of January 31, 2023, we estimate any such hypothetical foreign withholding tax expense to be immaterial to our financial statements.

A reconciliation of the gross unrecognized tax benefit is as follows (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Unrecognized tax benefits at the beginning of the period	\$ 173,929	\$ 159,862	\$ 143,621
Additions for tax positions taken in prior years	742	572	4,640
Reductions for tax positions taken in prior years	—	(1,030)	(2,347)
Additions for tax positions related to the current year	21,207	14,918	15,158
Reductions related to a lapse of applicable statute of limitations	(84)	—	(807)
Reductions related to settlements	—	(393)	(403)
Unrecognized tax benefits at the end of the period	<u>\$ 195,794</u>	<u>\$ 173,929</u>	<u>\$ 159,862</u>

Our policy is to include interest and penalties related to unrecognized tax benefits within our provision for income taxes. We did not accrue any material interest expense or penalties during fiscal 2023, 2022, or 2021.

Of the total amount of unrecognized tax benefits of \$196 million, \$7 million, if recognized, would impact the effective tax rate as of January 31, 2023.

We file federal, state, and foreign income tax returns in jurisdictions with varying statutes of limitations. Due to our net operating loss carryforwards, our income tax returns generally remain subject to examination by federal and most state and foreign tax authorities.

**Note 18. Net Income (Loss) Per Share**

Basic net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of shares of common stock outstanding during the period, net of treasury stock. Diluted net income (loss) per share is computed by giving effect to all potentially dilutive shares of common stock, including our convertible senior notes, outstanding warrants related to the issuance of the convertible senior notes, and outstanding share-based awards consisting primarily of unvested RSUs and ESPP obligations.

The net income (loss) per share is allocated based on the contractual participation rights of the Class A common shares and Class B common shares as if the income (loss) for the period had been distributed. As the liquidation and dividend rights are identical, the net income (loss) is allocated on a proportionate basis. The computation of the diluted net income (loss) per share of Class A common stock assumes the conversion of our Class B common stock to Class A common stock, while the diluted net income (loss) per share of Class B common stock does not assume the conversion of those shares.

Basic and diluted net loss per share was the same for fiscal 2023 and 2021, as the inclusion of all potential common shares outstanding would have been anti-dilutive.

The following table presents the calculation of basic and diluted net income (loss) per share (in thousands, except per share data):

	Year Ended January 31,					
	2023		2022		2021	
	Class A	Class B	Class A	Class B	Class A	Class B
<b>Net income (loss) per share, basic:</b>						
Numerator:						
Net income (loss)	\$ (287,570)	\$ (79,179)	\$ 22,556	\$ 6,817	\$ (210,637)	\$ (71,794)
Denominator:						
Weighted-average shares outstanding, basic	199,805	55,014	189,864	57,385	176,758	60,261
Net income (loss) per share, basic	\$ (1.44)	\$ (1.44)	\$ 0.12	\$ 0.12	\$ (1.19)	\$ (1.19)
<b>Net income (loss) per share, diluted:</b>						
Numerator:						
Net income (loss)	\$ (287,570)	\$ (79,179)	\$ 22,556	\$ 6,817	\$ (210,637)	\$ (71,794)
Reallocation of net income as a result of conversion of Class B to Class A common stock	—	—	6,817	—	—	—
Reallocation of net income to Class B common stock	—	—	—	(182)	—	—
Net income (loss) for diluted calculation	(287,570)	(79,179)	29,373	6,635	(210,637)	(71,794)
Denominator:						
Weighted-average shares outstanding, basic	199,805	55,014	189,864	57,385	176,758	60,261
Conversion of Class B to Class A common stock	—	—	57,385	—	—	—
Dilutive effect of share-based awards	—	—	5,549	—	—	—
Dilutive effect of warrants related to the issuance of convertible senior notes	—	—	1,234	—	—	—
Weighted-average shares outstanding, diluted	199,805	55,014	254,032	57,385	176,758	60,261
Net income (loss) per share, diluted	\$ (1.44)	\$ (1.44)	\$ 0.12	\$ 0.12	\$ (1.19)	\$ (1.19)

The computation of diluted net income (loss) per share does not include the effect of the following potentially outstanding weighted-average shares of common stock. The effects of these potentially outstanding shares were not included in the calculation of diluted net income (loss) per share because the effect would have been anti-dilutive (in thousands):

	Year Ended January 31,		
	2023	2022	2021
Shares related to outstanding share-based awards	15,454	1,436	15,366
Shares related to the convertible senior notes	5,182	7,817	9,205
Shares subject to warrants related to the issuance of convertible senior notes	7,762	—	10,392
Total	28,398	9,253	34,963

## Note 19. Geographic Information

### Revenues

We sell our subscription contracts and related services in two primary geographical markets: to customers located in the United States and to customers located outside of the United States. Revenues by geography are generally based on the address of the customer as specified in our customer subscription agreement. The following table sets forth revenues by geographic area (in thousands):

	Year Ended January 31,		
	2023	2022	2021
United States	\$ 4,682,285	\$ 3,845,412	\$ 3,249,127
Other countries	1,533,533	1,293,386	1,068,869
Total revenues	\$ 6,215,818	\$ 5,138,798	\$ 4,317,996

**Long-Lived Assets**

Our long-lived assets, which primarily consist of property and equipment and operating lease right-of-use assets, are attributed to a country based on the physical location of the assets. Aggregate Property and equipment, net and Operating lease right-of-use assets by geographic area was as follows (in thousands):

	As of January 31,	
	2023	2022
United States	\$ 1,206,486	\$ 1,174,371
Ireland	159,337	117,049
Other countries	84,709	79,463
Total long-lived assets	<u>\$ 1,450,532</u>	<u>\$ 1,370,883</u>

**Note 20. 401(k) Plan**

We have a qualified defined contribution plan under Section 401(k) of the Internal Revenue Code covering eligible employees. We match a certain portion of employee contributions up to a fixed maximum per employee. Our contributions to the plan were \$57 million, \$46 million, and \$42 million during fiscal 2023, 2022, and 2021, respectively.



**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**(a) Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our principal executive officers and principal financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this report.

In designing and evaluating our disclosure controls and procedures, management recognizes that any disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on management's evaluation, our principal executive officers and principal financial officer concluded that our disclosure controls and procedures are designed to, and are effective to, provide assurance at a reasonable level that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officers and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

**(b) Management's Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Management conducted an assessment of the effectiveness of our internal control over financial reporting based on the criteria set forth in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on the assessment, management has concluded that its internal control over financial reporting was effective as of January 31, 2023, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. Our independent registered public accounting firm, Ernst & Young LLP, has issued an audit report with respect to our internal control over financial reporting, which appears in Part II, Item 8, and is incorporated herein by reference.

**(c) Changes in Internal Control Over Financial Reporting**

Under the supervision and with the participation of our management, including our principal executive officers and principal financial officer, we conducted an evaluation of any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during our most recently completed fiscal quarter. Based on that evaluation, our principal executive officers and principal financial officer concluded that there has not been any material change in our internal control over financial reporting during the fourth quarter of fiscal 2023 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**(d) Limitations on Effectiveness of Controls and Procedures and Internal Control over Financial Reporting**

In designing and evaluating the disclosure controls and procedures and internal control over financial reporting, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures and internal control over financial reporting must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

See Management's Report on Internal Control over Financial Reporting above and the Report of Independent Registered Public Accounting Firm on our internal control over financial reporting in Item 8, which are incorporated herein by reference.

**ITEM 9B. OTHER INFORMATION**

None.

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

None.

### PART III

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE**

The information concerning our directors, our Audit Committee, and any changes to the process by which stockholders may recommend nominees to the Board of Directors required by this Item are incorporated herein by reference to information contained in the Proxy Statement, including “Proposal No. 1: Election of Directors” and “Directors and Corporate Governance.”

The information concerning our executive officers required by this Item is incorporated herein by reference to information contained in the Proxy Statement including “Executive Officers and Other Executive Management.”

With regard to the information required by this Item regarding compliance with Section 16(a) of the Exchange Act, we will provide disclosure of delinquent Section 16(a) reports, if any, in our Proxy Statement, and such disclosure, if any, is incorporated herein by reference.

We have adopted a code of ethics, our Code of Conduct, which applies to all employees, including our principal executive officers, our principal financial officer, and all other executive officers. The Code of Conduct is available on our website at [www.workday.com/codeofconduct](http://www.workday.com/codeofconduct). A copy may also be obtained without charge by contacting Investor Relations, Workday, Inc., 6110 Stoneridge Mall Road, Pleasanton, California 94588 or by emailing [ir@workday.com](mailto:ir@workday.com).

We plan to post on our website at the address described above any future amendments or waivers of our Code of Conduct.

#### **ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Directors and Corporate Governance” and “Executive Compensation.”

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Equity Compensation Plan Information” and “Security Ownership of Certain Beneficial Owners and Management.”

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Directors and Corporate Governance,” “Related Party Transactions,” and “Employment Arrangements and Indemnification Agreements.”

#### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Proposal No. 2: Ratification of Appointment of Independent Registered Public Accounting Firm.”

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

**1. Consolidated Financial Statements**

See Index to Consolidated Financial Statements at Item 8 herein.

**2. Financial Statement Schedules**

All schedules have been omitted because they are not required, not applicable, or not present in amounts sufficient to require submission of the schedule.

**3. Exhibits**

Exhibit No.	Exhibit	Incorporated by Reference			Filed Herewith
		Form	File No.	Filing Date	
3.1	<a href="#">Restated Certificate of Incorporation of the Registrant</a>	10-Q	001-35680	December 7, 2012	3.1
3.2	<a href="#">Amended and Restated Bylaws of the Registrant</a>	8-K	001-35680	January 26, 2023	3.1
4.1	<a href="#">Form of Registrant's Class A common stock certificate</a>	S-1/A	333-183640	October 1, 2012	4.1
4.2	<a href="#">Form of Registrant's Class B common stock certificate</a>	S-8	333-184395	October 12, 2012	4.9
4.3	<a href="#">Description of Securities</a>	10-K	001-35680	March 3, 2020	4.3
4.5	<a href="#">2022 Indenture dated September 15, 2017 between Workday, Inc. and Wells Fargo Bank, National Association</a>	8-K	001-35680	September 15, 2017	4.1
4.6	<a href="#">Supplemental Indenture to the 2022 Indenture dated January 2, 2018 between Workday, Inc. and Wells Fargo Bank, National Association</a>	8-K	001-35680	January 2, 2018	4.4
4.7	<a href="#">Indenture, dated as of April 1, 2022, between Workday and U.S. Bank Trust Company National Association, as trustee</a>	8-K	001-35680	April 1, 2022	4.1
4.8	<a href="#">Form of 3.500% Note due 2027</a>	8-K	001-35680	April 1, 2022	4.3
4.9	<a href="#">Form of 3.700% Note due 2029</a>	8-K	001-35680	April 1, 2022	4.4
4.10	<a href="#">Form of 3.800% Note due 2032</a>	8-K	001-35680	April 1, 2022	4.5
10.1	<a href="#">Form of Indemnification Agreement</a>	S-1	333-183640	August 30, 2012	10.1
10.2†	<a href="#">2012 Equity Incentive Plan, as amended</a>	DEF 14A	001-35680	April 27, 2018	Annex A
10.3†	<a href="#">2012 Equity Incentive Plan forms of Award Agreements, as amended</a>	10-K	001-35680	March 3, 2020	10.4
10.4†	<a href="#">2022 Equity Incentive Plan</a>	S-8	333-265766	June 22, 2022	4.4
10.5†	<a href="#">2022 Equity Incentive Plan forms of Award Agreements</a>	S-8	333-265766	June 22, 2022	4.5
10.6†	<a href="#">Amended and Restated 2012 Employee Stock Purchase Plan</a>	S-8	333-265766	June 22, 2022	4.6
10.7†	<a href="#">Amended and Restated 2012 Employee Stock Purchase Plan forms of Award Agreements, as amended</a>	S-8	333-265766	June 22, 2022	4.7
10.8†	<a href="#">Adaptive Insights, Inc. 2013 Equity Incentive Plan</a>	S-8	333-226907	August 17, 2018	99.1
10.9†	<a href="#">Adaptive Insights, Inc. 2013 Equity Incentive Plan forms of Award Agreements</a>	S-8	333-226907	August 17, 2018	99.2

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10.10†	<a href="#">Workday, Inc. Change in Control Policy</a>	10-Q	001-35680	May 26, 2021	10.1	
10.11†	<a href="#">Offer Letter between James J. Bozzini and the Registrant dated December 4, 2006</a>	10-K	001-35680	March 31, 2014	10.9	
10.12†	<a href="#">Offer Letter between Richard Sauer and the Registrant dated April 6, 2019</a>	10-K	001-35680	March 3, 2020	10.11	
10.13†	<a href="#">Offer Letter between Luciano G. Fernandez and the Registrant dated August 26, 2020</a>	10-Q	001-35680	August 28, 2020	10.1	
10.14†	<a href="#">Offer Letter between Barbara Larson and the Registrant dated June 30, 2014</a>	10-K	001-35680	February 28, 2022	10.13	
10.15†	<a href="#">Offer Letter between Doug Robinson and the Registrant dated June 3, 2010</a>	10-K	001-35680	February 28, 2022	10.14	
10.16†	<a href="#">Letter Agreement between Carl Eschenbach and the Registrant dated December 20, 2022</a>					X
10.17†	<a href="#">2022 Equity Incentive Plan Global Notice of Performance Restricted Stock Unit Award for Carl Eschenbach</a>					X
10.18	<a href="#">Restated and Amended Pleasanton Ground Lease by and between San Francisco Bay Area Rapid Transit District and CREA/Windstar Pleasanton, LLC and related assignment agreement dated January 30, 2014</a>	10-K	001-35680	March 31, 2014	10.11	
10.19	<a href="#">Stock Restriction Agreement, by and among the Registrant, David A. Duffield and Aneel Bhusri</a>	S-1/A	333-183640	October 1, 2012	10.11	
10.20	<a href="#">Form of Convertible Bond Hedge Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.1	
10.21	<a href="#">Form of Warrant Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.2	
10.22	<a href="#">Form of Additional Convertible Bond Hedge Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.3	
10.23	<a href="#">Form of Additional Warrant Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.4	
10.24	<a href="#">Credit Agreement, dated as of April 6, 2022, among Workday, certain subsidiaries of Workday, Bank of America, N.A., Wells Fargo Bank, National Association, and the other L/C Issuers and Lenders party thereto</a>	8-K	001-35680	April 7, 2022	10.1	
21.1	<a href="#">List of Subsidiaries of the Registrant</a>					X
23.1	<a href="#">Consent of Independent Registered Public Accounting Firm</a>					X
24.1	<a href="#">Power of Attorney (incorporated by reference to the signature page of this Annual Report on Form 10-K)</a>					X
31.1	<a href="#">Certification of Periodic Report by Principal Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002</a>					X
31.2	<a href="#">Certification of Periodic Report by Principal Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002</a>					X

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31.3	<a href="#">Certification of Periodic Report by Principal Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002</a>	X
32.1*	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	X
32.2*	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	X
32.3*	<a href="#">Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	X
101.INS	XBRL Instance Document - Instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	X

† Indicates a management contract or compensatory plan.

\* These exhibits are furnished with this Annual Report on Form 10-K and are not deemed filed with the SEC and are not incorporated by reference in any filing of Workday, Inc. under the Securities Act or the Exchange Act, whether made before or after the date hereof and irrespective of any general incorporation language in such filings.

**ITEM 16. FORM 10-K SUMMARY**

Not applicable.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pleasanton, State of California, on this 27th day of February, 2023.

**WORKDAY, INC.**

/s/ Barbara Larson

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**Barbara Larson**  
**Chief Financial Officer (Principal Financial and Accounting Officer)**

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Barbara Larson or Richard H. Sauer, or any of them, his or her attorneys-in-fact, for such person in any and all capacities, to sign any amendments to this report and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that either of said attorneys-in-fact, or substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.



<b>Signature</b>	<b>Title</b>	<b>Date</b>
<hr/> <i>/s/ Aneel Bhusri</i> <b>Aneel Bhusri</b>	Co-Chief Executive Officer <i>(Principal Executive Officer)</i>	February 27, 2023
<hr/> <i>/s/ Carl M. Eschenbach</i> <b>Carl M. Eschenbach</b>	Co-Chief Executive Officer <i>(Principal Executive Officer)</i>	February 27, 2023
<hr/> <i>/s/ Barbara Larson</i> <b>Barbara Larson</b>	Chief Financial Officer <i>(Principal Financial and Accounting Officer)</i>	February 27, 2023
<hr/> <i>/s/ Thomas F. Bogan</i> <b>Thomas F. Bogan</b>	Director	February 27, 2023
<hr/> <i>/s/ Ann-Marie Campbell</i> <b>Ann-Marie Campbell</b>	Director	February 27, 2023
<hr/> <i>/s/ Christa Davies</i> <b>Christa Davies</b>	Director	February 27, 2023
<hr/> <i>/s/ Lynne M. Doughtie</i> <b>Lynne M. Doughtie</b>	Director	February 27, 2023
<hr/> <i>/s/ Wayne A.I. Frederick, M.D.</i> <b>Wayne A.I. Frederick, M.D.</b>	Director	February 27, 2023
<hr/> <b>Mark J. Hawkins</b>	Director	
<hr/> <i>/s/ Michael M. McNamara</i> <b>Michael M. McNamara</b>	Director	February 27, 2023
<hr/> <i>/s/ George J. Still, Jr.</i> <b>George J. Still, Jr.</b>	Director	February 27, 2023
<hr/> <i>/s/ Lee J. Styslinger III</i> <b>Lee J. Styslinger III</b>	Director	February 27, 2023
<hr/> <i>/s/ Jerry Yang</i> <b>Jerry Yang</b>	Director	February 27, 2023

December 20, 2022

**DELIVERY VIA EMAIL**

Carl Eschenbach  
c/o Workday, Inc.  
6110 Stoneridge Mall Road  
Pleasanton, CA 94588

Dear Carl,

Workday, Inc. (“**Workday**” or the “**Company**”) is happy to offer you a position as Co-Chief Executive Officer (“**Co-CEO**”) reporting to Workday’s Board of Directors. This letter agreement (the “**Agreement**”) sets forth the terms and conditions of your employment as Co-CEO.

1. **Position.** Effective on or before December 20, 2022, you will be appointed as the Company’s Co-CEO reporting to the Company’s Board of Directors (the “**Board**”). You will have all of the duties, responsibilities and authority commensurate with the position. Your employment with the Company will commence on December 20, 2022 (“**Start Date**”). Your office will be at the Company’s headquarters, currently located in Pleasanton, CA.

You will be expected to devote your full working time and attention to the business of the Company, and you will not render services to any other business without the prior approval of the Board. Notwithstanding the foregoing, you may manage personal investments, participate in civic, charitable, professional and academic activities (including serving on boards and committees), and serve on the board of directors (and any committees) and/or as an advisor of other for-profit companies as set forth in Schedule A, provided that such activities do not at the time the activity or activities commence or thereafter (i) create an actual or potential business or fiduciary conflict of interest or (ii) individually or in the aggregate, interfere materially with the performance of your duties to the Company.

You will remain as a Director of Workday’s Board during your employment as Co-CEO, with your status changing from independent director to employee director as of your Start Date, and subject to the requirements of applicable law (including, without limitation, any rules or regulations of any exchange on which the common stock of the Company is listed, if applicable). You will also remain as a member of the Company’s Investment Committee but will no longer serve on the Compensation Committee of the Board. During your employment as Co-CEO, the Board or the appropriate committee of the Board will nominate you for re-election to the Board at each annual meeting at which you are subject to re-election. Any outstanding equity awards you were granted as a result of your service as an independent director will continue to vest and shall otherwise be subject to their existing terms. Notwithstanding anything to the contrary in this Agreement, upon a termination of your employment, you agree to resign from all positions you may hold with the Company and any of its subsidiaries or affiliated entities at such time (including as a member of the Board and any of its committees).

2. **Base Pay.** Your annualized starting base salary is \$1,000,000.00 which is payable according to Workday’s payroll cycle, and subject to applicable federal and state taxes.
3. **Bonus.** You are eligible to participate in a variable cash compensation plan (“**Incentive Plan**”) beginning the first full year of your employment (Fiscal Year 2024). Your initial annual bonus target will be 150% of your annualized base salary (the “**Target Bonus**”), and the actual bonus amount awarded to you (your “**Actual Bonus**”) will be determined based in all cases upon the achievement of Company and individual performance objectives established by the Compensation Committee. The Incentive Plan, including terms and conditions, shall be provided to you in the ordinary course. To receive payment of any Actual Bonus, you must be employed by the Company on the last day of the period to which such bonus relates and at the time bonuses are paid, except as otherwise provided herein. Your bonus participation will be subject to all the terms, conditions and restrictions of the applicable Incentive Plan, as amended from time to time.
4. **Benefits & Vacation.** You will be entitled to participate in all employee retirement, welfare, insurance, benefit and vacation programs of the Company as are in effect from time to time and in which other senior executives of the Company are eligible to participate, on the same terms as such other senior executives.

5. **Equity Awards.**

- a. **New-Hire Restricted Stock Units.** On the later to occur of the first (1<sup>st</sup>) trading day following your Start Date and the fifth (5<sup>th</sup>) trading day following the public announcement of this Agreement (the “**Grant Date**”), the Board or its Compensation Committee will grant you Restricted Stock Units (“**New Hire RSU**”) to acquire such number of shares of the Company’s Class A common stock with an approximate value of Fifty Million Dollars (\$50,000,000.00). The maximum number of shares subject to the New Hire RSU will be determined by dividing the USD value above by the trailing simple moving average stock price of Workday Class A common stock for the 20 trading days ending on the day you sign this Agreement (the “**Measurement Price**”), rounded up to the nearest whole share. You will vest in the New Hire RSU over a four (4) year period from your Vesting Start Date (as defined below) at the rate of 1/16<sup>th</sup> of the total shares subject to the New Hire RSU shares on each quarterly anniversary of your Vesting Start Date; provided that, subject to Sections 5(d), 6 and 7 below, vesting will depend on your continued service to the Company on the applicable time-based vesting dates. The vesting start date is the 5th of the month during which the Grant Date occurs (the “**Vesting Start Date**”). Your New Hire RSU grant will be subject to the terms and conditions of the written agreement governing the grant, the Company’s 2022 Equity Incentive Plan, as amended from time to time (the “**Plan**”) and this Agreement.
- b. **Stock Price Performance-Vesting Units.** On the Grant Date, the Company’s Board or its Compensation Committee will grant you performance-vesting restricted stock units (the “**PVUs**”) for a total maximum number of shares equal to the same number of shares as are granted under the New Hire RSU (the “**Maximum PVU Shares**”), divided into three equal tranches (each, a “**Tranche**”). The PVUs shall vest subject to both (1) achievement of the PVU Performance Metric (defined below) applicable to a Tranche within the Tranche’s applicable Performance Period (an “**Achievement Event**”) and (2) your continued service to the Company on such Achievement Event and through the applicable Monthly Vesting Dates (as defined below, the “**Service Requirement**”), except as provided in Sections 5(d), 6 and 7 below, in each case and otherwise subject to the terms and conditions of the award agreement governing their grant (the “**PVU Agreement**”), the Plan and this Agreement.

**Achievement Event—PVU Performance Metrics.** The “**PVU Performance Metrics**” will be the percentage increase of the Company’s 45-Day Average against its 45-Day Average ending on the date you sign this Agreement (the “**PVU Baseline Price**”), as set forth in the “Share Price Target” chart below. The PVU Performance Metrics will be subject to an overall five (5) year performance period commencing on the Grant Date (such one year periods therein, Years 1-5, respectively). Tranche 1 requires a 25% increase from the PVU Baseline Price (as defined below) during Years 1-3 (the “**Tranche 1 Performance Period**”), Tranche 2 requires a 50% increase from the PVU Baseline Price during Years 2-4 (the “**Tranche 2 Performance Period**”), and Tranche 3 requires a 75% increase from the PVU Baseline Price during Years 3-5 (the “**Tranche 3 Performance Period**”), each as set forth in the “Share Price Target” chart below. Achievement of the PVU Performance Metrics will be measured on the 20<sup>th</sup> of each month.

If the PVU Performance Metric for Tranche 1 or Tranche 2 is not achieved on or prior to last day of the Tranche 1 Performance Period or Tranche 2 Performance Period, as applicable, such Tranche PVUs may still be earned in a later performance period, but only if the Performance Metric for such later performance period is achieved.

If the PVU Performance Metric for a Tranche is achieved prior to its designated Performance Period, such achievement will not qualify as an Achievement Event because it occurred outside of the designated Performance Period; however, if the PVU Performance Metric for such Tranche is later achieved again during its designated performance period, such Tranche will be eligible to vest subject to the Service Requirement as described below. By way of example, if the Company achieves the Tranche 2 50% Hurdle during Year 1, which is outside of the Tranche 2 Performance Period, the Achievement Event for Tranche 2 has not occurred and the Tranche 2 PVUs are not eligible to vest at that time. If, the Company later achieves the Tranche 2 50% Hurdle during Year 3, which is during the Tranche 2 Performance Period, then the Achievement Event for Tranche 2 has occurred, and the time-based vesting set forth below will begin.

“**45-Day Average**” means the trailing simple moving average stock price of Workday Class A common stock for as reported on the NASDAQ Global Select Market over the forty-five (45) consecutive trading day period ending on the date specified.

Share Price Target			
Performance Period	Tranche	Number of Tranche PVUs	Share Price Target as % Increase from PVU Baseline Price
Years 1-3	1	1/3 Maximum PVU Shares	25% (the "25% Hurdle")
Years 2-4	2	1/3 Maximum PVU Shares	50% (the "50% Hurdle")
Years 3-5	3	1/3 Maximum PVU Shares	75% (the "75% Hurdle")
<b>Total:</b>		Maximum PVU Shares	

**Service Requirement—Time-based Vesting.** For so long as you are in continuous service through each applicable date (except as provided in Sections 5(d), 6 and 7 below), the Service Requirement will be satisfied with respect to each Tranche as to 1/60<sup>th</sup> of the Tranche PVUs on each of the sixty (60) monthly anniversaries of the Vesting Start Date (each, a "Monthly Vesting Date").

- i. *PVUs Vesting upon Achievement of PVU Performance Metric.* Upon an Achievement Event for a particular Tranche then on the first Monthly Vesting Date immediately following such Achievement Event, you shall vest as to the number of such Tranche PVUs, if any, for which you have satisfied the Service Requirement in accordance with the Monthly Vesting Schedule as of such Achievement Event, provided you are in continuous service as of such Achievement Event. The foregoing shall apply separately to each Tranche.
- ii. *PVUs Vesting following Achievement of PVU Performance Metric.* With respect to Tranche PVUs for which you have not satisfied the Service Requirement in accordance with the Monthly Vesting Schedule as of the applicable Achievement Event for a particular Tranche, vesting shall continue after the Achievement Event in accordance with the Monthly Vesting Schedule, subject to your continued service through each such Monthly Vesting Date. The foregoing shall apply separately to each Tranche.

Any net after-tax shares you receive upon settlement of the PVUs must be held by you for one year following such settlement (the "PVU Holding Requirement").

- c. **Special Restricted Stock Units.** On the Grant Date, the Board or its Compensation Committee will grant you Restricted Stock Units ("Special RSU") to acquire such number of shares of the Company's Class A common stock with an approximate value of Ten Million Dollars (\$10,000,000.00). The maximum number of shares subject to the Special RSU will be determined by dividing the USD value above by the Measurement Price, rounded up to the nearest whole share. You will vest in the Special RSU over the one (1) year period following the Vesting Start Date, at the rate of 25% of the total shares subject to the Special RSU on the first 4 quarterly anniversaries of your Vesting Start Date (as defined above); provided that, subject to Sections 5(d), 6 and 7 below, vesting will depend on your continued service to the Company on the applicable time-based vesting date. Your Special RSU grant will be subject to the terms and conditions of the written agreement governing the grant, the Plan, and this Agreement. Notwithstanding the foregoing, if you are terminated by the Company for Cause or you resign without Good Reason (as defined in the Company's Change in Control Policy (defined below)) prior to the second (2<sup>nd</sup>) anniversary of the Start Date, you will repay to the Company a cash amount equal to the Grant Date value of the Special RSU.

In addition, on the Grant Date, the Board or its Compensation Committee will grant you additional Restricted Stock Units (“**Additional Special RSU**”) to acquire such number of shares of the Company’s Class A common stock with an approximate value of Five Million Dollars (\$5,000,000.00); provided, however, that such Additional Special RSU will not vest unless you purchase shares of the Company’s common stock on the public market with a fair market value of Two Million Dollars (\$2,000,000.00) within twelve (12) months following your Start Date (the “**Stock Purchase Requirement**”). Any Stock Purchase must be completed in compliance with the Company’s insider trading policy and applicable pre-clearance and/or Rule 10b5-1 plan requirements for executives, as in effect from time to time. You will vest in the Additional Special RSU over the one (1) year period following the Vesting Start Date, at the rate of 25% of the total shares subject to the Additional Special RSU on the first 4 quarterly anniversaries of your Vesting Start Date (as defined above) (each, a “**Quarterly Vesting Date**”); provided that (i) no portion of the Additional Special RSU will vest until the first Quarterly Vesting Date occurring at least ten trading days following the date on which you provide notice and reasonable documentation of your completion of the Stock Purchase to the Compensation Committee; and (ii) subject to Sections 5(d), 6 and 7 below, vesting will depend on your continued service to the Company on the applicable Quarterly Vesting Date. Your Additional Special RSU grant will be subject to the terms and conditions of the written agreement governing the grant, the Plan, and this Agreement. Notwithstanding the foregoing, if you are terminated by the Company for Cause or you resign without Good Reason prior to the second (2<sup>nd</sup>) anniversary of the Start Date, you will repay to the Company a cash amount equal to the Additional Special RSU Grant Date value of the Additional Special RSU.

- d. **Non-Assumption upon Change in Control.** If the New Hire RSUs, PVUs, Special RSUs, or Additional Special RSUs (if the Stock Purchase Requirement has been satisfied) are not assumed, continued or substituted in a Change in Control (as defined in the Change in Control Policy), then the vesting of the New Hire RSUs, Special RSUs, and Additional Special RSUs will accelerate in full immediately prior to the Change in Control, and up to 100% of the PVUs will accelerate immediately prior to the Change in Control to the extent the 25% Hurdle, the 50% Hurdle, or the 75% Hurdle, respectively, has been achieved on or prior to the Change in Control. Each of the 25% Hurdle, the 50% Hurdle, and the 75% Hurdle will be achieved if the consideration given to the Company’s stockholders for one share of the Company’s Class A common stock in the Change of Control transaction (the “**Change in Control Per Share Value**”) equals or exceeds in value the 25% Hurdle, the 50% Hurdle, and the 75% Hurdle, respectively; provided, that, for purposes of this determination, the per Tranche performance periods will be disregarded, and each of the previously unachieved Tranches may be achieved regardless of whether the Change in Control occurs in their respective performance periods.
- e. **Future Equity.** You shall be eligible for future equity grants beginning in April 2024 as determined by and pursuant to the terms established by the Compensation Committee. The amount and performance metrics for subsequent performance-based restricted stock units will be determined by the Compensation Committee and will be contingent on your achievement of Company and individual performance objectives established by the Compensation Committee after consultation with you, and the terms and conditions set forth elsewhere herein.

6. **Termination Without Cause Outside of Change in Control.** If your employment is involuntarily terminated by Workday without Cause within two years after your Start Date (other than in connection with Change in Control, you will be entitled to the following severance payments and acceleration benefits (“**Severance Benefits**”): (1) twelve months’ base salary in a single lump sum on the sixtieth (60<sup>th</sup>) day following termination of employment; (2) an Incentive Plan payout equal to 150% of your annual base salary in a single lump sum on the sixtieth (60<sup>th</sup>) day following termination of employment; (3) accelerated vesting of the unvested New Hire RSU shares that would have vested in the next 12 months following your termination; (4) accelerated vesting of the unvested PVU shares that would have vested in the next 12 months following your termination; provided, however, such PVUs will accelerate but only to the extent the applicable 25% Hurdle or 50% Hurdle or 75% Hurdle, as the case may be, has previously been achieved or is achieved as of your termination date, with the determination of the achievement as of your termination date determined by calculating the 45-Day Average as of the trading day immediately prior your termination date; provided however that such determination of achievement upon your termination date applies only to Tranches with an in-progress performance period or to Tranches that have been “rolled over” to the extent that such 45-Day Average results in the achievement of a later Tranche’s Price Hurdle; (5) accelerated vesting of the unvested Special RSU and Additional Special RSU (if the Stock Purchase Requirement has been satisfied) shares; and (6) accelerated vesting of unvested additional annual RSUs, if any, that would have vested in the next 12 months following your termination. Receipt of the payments and vesting acceleration benefits in this Section 6 are contingent on your execution and delivery of a signed general release of claims in favor of the Company in substantially the form attached hereto as Schedule B (the “Release”) and satisfying all conditions to make the Release effective, within 45 days after your termination date. A termination or resignation due to your death or disability shall not constitute a termination without Cause for purposes of this Agreement.

For purposes of this Agreement, “Cause” shall mean: (i) misconduct or gross negligence in the performance of your duties; (ii) your conviction or a plea of “no contest” for (x) a felony under the laws of the United States or any state thereof or (y) a crime involving moral turpitude for which the potential penalty includes imprisonment of at least one year; (iii) your willful malfeasance or willful misconduct in connection with your duties or any act or omission which is materially injurious to the financial condition or business reputation of the Company or its affiliates; (iv) your breach of the provisions of any contract or agreement between you and the Company, including without limitation Workday’s standard Proprietary Information and Inventions Agreement or (v) your material failure to follow the Company’s material policies, including, but not limited to its Code of Conduct.

7. **Termination in connection with a Change in Control.** In the event of a Change in Control (as defined in the Workday, Inc. Change In Control Policy, as may be amended from time to time (the “**Change in Control Policy**”)), the terms of the Change in Control Policy shall apply; provided however that notwithstanding any amendment to the Change in Control Policy (i) Cause will be defined as set forth above in lieu of the definition in the Change in Control Policy and (ii) for purposes of the equity acceleration provided in such Change in Control Policy, (x) 100% of the New Hire RSUs, the Special RSUs, the Additional Special RSUs, and any then-outstanding equity awards that are subject only to time-based vesting will accelerate as set forth therein and (y) up to 100% of the PVUs will accelerate but only to the extent the applicable 25% Hurdle or 50% Hurdle or the 75% Hurdle, as the case may be, has been achieved on or prior to the Change in Control and, in this case, the Change in Control Per Share Value shall be used in place of the 45-Day Average for purposes of determining achievement of the PVU Performance Metrics, respectively; provided, that for purposes of this determination, the per Tranche performance periods will be disregarded, and each of the previously unachieved Tranches may be achieved regardless of whether the Change in Control occurs in their respective performance periods. In the event of a Change in Control and your employment terminates such that you become entitled to the acceleration benefits set forth in this Section 7, then if requested by the Company, you agree to enter into a non-competition agreement of reasonable scope and duration (to apply no more than two (2) years following the closing of the Change in Control) in favor of the Company and its acquiror or successor, as applicable, to be effective upon the closing of a Change in Control, as a condition to the receipt of such acceleration.
8. **At-Will Employment.** Your employment with Workday is “at-will”, meaning either you or Workday may terminate your employment at any time, for any reason or no reason, with or without notice. There is no promise by Workday that your employment will continue for a set period of time or that your employment will be terminated only under particular circumstances. Any exception to this at-will employment policy can only be made in writing by the Board of Directors or Compensation Committee of the Board of Directors of Workday. In particular, this at-will employment policy cannot be modified by any statements, express or implied, contained in any employment handbook, application, memoranda, policy, procedure, or other materials or statements provided to you in connection with your employment.
9. **Indemnification.** You and the Company have entered into the form of indemnification agreement provided to other similarly situated officers and directors of the Company, and such indemnification agreement remains in effect. In addition, you have been named as an insured on the director and officer liability insurance policy currently maintained by the Company, or as may be maintained by the Company from time to time.

10. **Absence of Conflicts; Competition with Prior Employer.** Workday has its own way of doing business and its own unique, independently developed proprietary technology. We have neither the need nor desire to make any unauthorized use of any intellectual property or confidential information belonging to or developed by others. Workday understands the importance of protecting its own intellectual property and confidential information, and respects the intellectual property and confidential information developed by other companies. We fully expect that each person who accepts a position with us will hold themselves to these same standards. No employee should reference, use or bring into the workplace any material that contains intellectual property or confidential information belonging to a previous employer or any other third party.
11. **Withholding.** All sums payable to you hereunder shall be reduced by all federal, state, local and other withholding and similar taxes and payments required by applicable law.
12. **Section 409A.** To the extent (i) any payments to which you become entitled under this Agreement, or any agreement or plan referenced herein, in connection with your termination of employment with the Company constitute deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code” and “Section 409A”) and (ii) you are deemed at the time of such termination of employment to be a “specified” employee under Section 409A, then such payment or payments shall not be made or commence until the earlier of (i) the expiration of the six (6)-month period measured from the date of your “separation from service” (as such term is at the time defined in regulations under Section 409A) with the Company; or (ii) the date of your death following such separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you, including (without limitation) the additional twenty (20%) percent tax for which you would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to you or your beneficiary in one lump sum (without interest). For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a “separation from service” as defined in Section 409A. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A. To the extent any payment under this Agreement may be classified as a “short-term deferral” within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this Agreement (or referenced in this Agreement), and each installment thereof, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Section 409A.
13. **Parachute Payments.** In the event that the severance and other benefits provided for in this Agreement or otherwise payable to you (i) constitute “parachute payments” within the meaning of Section 280G of the Code (“Section 280G” and (ii) but for this Section, would be subject to the excise tax imposed by Section 4999 of the Code (“Section 4999”), then your severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by you on an after-tax basis, of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999. If a reduction in parachute payments is necessary so that no portion of such benefits are subject to the excise tax, reduction will occur in the following order: (i) cancellation of awards granted “contingent on a change in ownership or control” (within the meaning of Section 280G); (ii) a pro rata reduction of (A) cash payments that are subject to Section 409A as deferred compensation and (B) cash payments not subject to Section 409A; (iii) a pro rata reduction of (A) employee benefits that are subject to Section 409A as deferred compensation and (B) employee benefits not subject to Section 409A; and (iv) a pro rata cancellation of (A) accelerated vesting equity awards that are subject to Section 409A as deferred compensation and (B) equity awards not subject to Section 409A. In the event that acceleration of vesting of equity awards is to be cancelled, such acceleration of vesting will be cancelled in the manner calculated to result in the greatest economic benefit to you.
14. **Compensation Recoupment.** All amounts payable to you hereunder shall be subject to recoupment pursuant to the Company’s current compensation recoupment policy, and any additional compensation recoupment policy or amendments to the current policy adopted by the Board or as required by law during the term of your employment with the Company that is applicable generally to executive officers of the Company.
15. **Governing Law.** This Agreement will be governed by the laws of the State of California without reference to conflict of laws provisions.

16. **Entire Agreement**. This Agreement represents the entire agreement between the parties concerning the subject matter herein. It may be amended, or any of its provisions waived, only by a written document executed by both parties in the case of an amendment, or by the party against whom the waiver is asserted

The offer of employment set forth in this Agreement is contingent upon: (i) your execution of Workday's Proprietary Information and Inventions Agreement along with your execution of this letter and (ii) your presentation of satisfactory documentary evidence of your identity and authorization to work in the U.S. within three (3) days of your date of hire. Like all Workday employees, you are also required, as a condition of your continued employment, to comply with Workday's Employee Handbook and Code of Conduct as they may be updated and/or revised periodically.

**[Signature Page Follows]**



Please sign and date this Agreement and return it to me if you wish to accept employment at the Company under the terms described above.

Sincerely,

/s/ Aneel Bhusri

Aneel Bhusri  
Chairman of the Board of Directors, Workday, Inc.

By providing my signature below, I accept this offer of employment.

Signature: /s/ Carl Eschenbach

Carl Eschenbach

**[Signature Page to Employment Agreement]**

## **Schedule A**

You agree that after a transition period agreed upon by you and Workday, you will cease to serve on (i) the Board of Directors of all but two publicly traded companies (other than Workday), and (ii) the Board of Directors of any privately held companies.

**Schedule B  
General Release of Claims**

**CONFIDENTIAL**

[Month] [Day], [20\_\_\_\_]

DELIVERY VIA EMAIL

Carl Eschenbach

Re: **General Release**

This letter confirms the agreement (“**Agreement**”) between Carl Eschenbach (“**You**,” “**Your**” or “**Yourself**”) and Workday, Inc (the “**Company**” or “**Workday**”) concerning the terms of your termination and offers you with the separation compensation as provided under Sections 6 and 7 (the “**Separation Benefits**”) of the offer letter by and between you and the Company dated December 20, 2022 (the “**Offer Letter**”) in exchange for a general release of claims and covenant not to sue.

You and the Company agree as follows:

1. **Termination Date.** \_\_\_\_\_ is your last day of employment with the Company (the “**Termination Date**”).
2. **Acknowledgment of Payment of Wages.** By your signature below, you acknowledge that on [Month] [Day], [20\_\_\_\_], we provided you one or more final paychecks for all wages, salary, bonuses, commissions, reimbursable expenses previously submitted by you, accrued vacation (if applicable) and any similar payments due you from the Company as of the Termination Date. By signing below, you acknowledge that the Company does not owe you any other amounts. Please promptly submit for reimbursement all final outstanding expenses, if any.
3. **Separation Compensation.** In exchange for your agreement to the general release and waiver of claims and covenant not to sue set forth below and your other promises herein, the Company agrees to provide you with the Separation Benefits.
4. **Release and Waiver**
  - 4.1 By signing this Agreement, You release and waive all claims of any kind whatsoever which You have or may have against Workday and its parent, subsidiary, and affiliated companies, and all related entities, and assigns and all of their officers, agents, employees, shareholders, members, managers, trustees, joint venturers, partners, directors and anyone claiming through them (hereinafter “**Releasees**” collectively), relating to or arising out of Your employment with Workday or termination therefrom or any and every other matter, event, act and/or omission. This release and waiver includes, but is not limited to:
    - (i) any claims for wrongful termination, defamation, or any other common law claims;
    - (ii) any claims for the breach of any implied, written or oral contract (excluding any contract claim resulting from a breach of this Agreement by Workday);
    - (iii) any claims of discrimination, harassment or retaliation based on such things as age, national origin, race, religion, gender, sexual orientation, pregnancy, parental or marital status, or physical or mental disability, handicap or medical condition, or any other form of legally prohibited conduct, discrimination or retaliation; and to the greatest extent allowed by law, any claims for any compensation of any sort, including but not limited to salary, severance pay and benefits, including unused vacation accrual, leaves, equity compensation/options, commissions, wage differentials and bonuses.

4.2 On behalf of Yourself and anyone claiming through You, You irrevocably and unconditionally agree to release, acquit and forever discharge, to the greatest extent allowed by law, Releasees in each's individual and/or corporate capacities, from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, which You ever had against any of the Releasees arising out of or relating to Your employment with the Company and/or the termination of Your employment with the Company and/or any and every other matter, event, act and/or omission. Said claims include, but are not limited to: (1) employment discrimination (including claims of sex discrimination and/or sexual harassment, age discrimination, disability discrimination) and retaliation under Title VII (42 U.S.C.A. 2000e etc.) and under 42 U.S.C.A. section 1981 and section 1983, age discrimination under the Age Discrimination in Employment Act (29 U.S.C.A. sections 621-634), the Older Workers Benefit Protection Act (OWBPA), under the State Constitution, and/or any relevant state statutes or municipal ordinances; (2) disputed wages; (3) wrongful discharge and/or breach of any alleged employment contract; and (4) claims based on any tort or alleged wrong, such as but not limited to negligence, invasion of privacy, defamation, fraud and infliction of emotional distress.

4.3 This release and waiver by You includes, to the extent legally permissible, all claims relating to or arising out of Your employment with Workday or Your termination therefrom that may arise under the common law and all federal, state and local statutes, ordinances, rules, regulations and orders, including but not limited to any claim or cause of action based on the National Labor Relations Act, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the OWBPA, the Americans with Disabilities Act, the Civil Rights Acts of 1964, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, the Equal Pay Act, all state wage and hour laws, all laws relating to discrimination of any sort, and/or any other provision of federal, state or local statutory or common law or regulation.

4.4 You agree that this release and waiver is effective for all claims relating to or arising out of Your employment with Workday or Your termination therefrom without regard to the legal nature of the claim alleged and without regard to whether any such claim is based upon tort, equity, implied or express contract, discrimination of any sort, or any federal, state or local law, statute or regulation or any claim for attorney's fees.

4.5 You warrant that, to the extent not prohibited by applicable law, You have not and will not institute any lawsuit, claim, action, charge, complaint, petition, appeal, accusatory pleading, or proceeding of any kind against Workday relating to or arising out of any of the claims which are released and waived in this Section 4, and You waive, or at a minimum assign to Workday, any and all rights to any and all forms of recovery or compensation from any legal action brought by You or on Your behalf in connection with Your employment or the termination of Your employment with Workday. To the extent not prohibited by applicable law, in the event that a lawsuit or any of the foregoing actions are filed by You in breach of this covenant, it is expressly understood and agreed that this covenant shall constitute a complete defense to any such lawsuit or action. Although You are releasing claims that You may have under the OWBPA and the ADEA, nothing in this agreement limits You from bringing a claim to challenge this Agreement itself under the Age Discrimination in Employment Act and Older Workers Benefit Protection Act.

4.6 Further, it is understood and agreed that this is a full and final release applying not only to all claims as defined in these paragraphs which are presently known, anticipated, or disclosed to You, but also to all claims as defined in these paragraphs which are presently unknown, unanticipated, and undisclosed to You. You hereby waive any and all rights or benefits which You may now have, or may have in the future under the terms of §1542 of the California Civil Code, which provides as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

4.7 This release and waiver does not include any rights or benefits (i) that may not be waived pursuant to applicable law including, without limitation, any right to indemnification pursuant to California Labor Code Section 2800 or Section 2802, or (ii) any right to indemnification under the indemnification agreement between You and the Company, any organizational document of the Company, for directors' and officers' insurance coverage, any worker's compensation claims that You may possess or claim that cannot be released as a matter of law, although You represents that You are not currently aware of any such claim. Moreover, You will continue to be indemnified for Your actions taken while employed by the Company to the same extent as other former directors and officers of the Company under the Company's Certificate of Incorporation and Bylaws and the indemnification agreement between You and the Company, if any, and You will continue to be covered by the Company's directors and officers liability insurance policy as in effect from time to time to the same extent as other former directors and officers of the Company, each subject to the requirements of the laws of the State of Delaware.

## **5. Confidentiality**

Except as provided in Section 20, below, You agree that You will keep the fact, amount, and terms of this Agreement completely confidential and shall not disclose any information concerning this Agreement to anyone unless and until they become publicly available, provided that: (a) You may make such disclosures as are required by law, including as necessary for legitimate enforcement or compliance purposes; (b) You may disclose the fact, amount and terms of this Agreement to Your attorneys and tax advisors, when necessary for legitimate legal or financial reasons; and (c) You may disclose the fact, amount and terms of this Agreement to Your spouse, but only after You first obtain that person's written agreement to maintain the information in strict confidence.

## **6. Mutual Non-Disparagement**

You agree that following your termination of employment, you will not, directly or indirectly, make any negative or disparaging statements or comments, either as fact or as opinion, about the Company, its employees, officers, directors, shareholders, vendors, products or services, business, technologies, market position or performance, and the Company agrees that neither it formally nor its current Chief Executive Officer or other current members of the Board of Directors will make, directly or indirectly, any negative or disparaging statements or comments, either as fact or as opinion, about you. Nothing in this paragraph shall prohibit you or the Company from providing truthful information in response to a subpoena or other legal process.

## **7. Knowing and Voluntary Release**

You acknowledge that Your signing of and Your agreement to this Agreement is knowing, voluntary and deliberate, that You have been provided with all information needed to make an informed decision to enter this Agreement, and that You have not been coerced or threatened.

## **8. Return of Workday Property**

You agree that You have returned all of Workday's property in Your possession including, but not limited to, any phone cards, cellular phone, computer equipment and all of the tangible and intangible property belonging to the Company and relating to Your employment with the Company. You further represent and warrant that You have not retained any copies, electronic or otherwise, of such property. Workday shall have no obligation to provide You with the Separation Benefits until You have returned to Workday Your Workday laptop and work badge. If You have not returned to Workday Your Workday laptop and work badge by the Effective Date identified in Section 16, then Workday shall have no obligation to provide You with the Separation Benefits until 10 business days after You have returned the Workday laptop and work badge.

## **9. Continued Compliance with Proprietary and Confidentiality Agreement**

**9.1** You will continue to comply with the terms of the Proprietary Information and Inventions Agreement between You and the Company and know and understand that the obligations contained in that agreement survive execution of this Agreement and Your termination of employment. In particular, You shall not disclose any confidential or proprietary information (specifically including pricing, margins, key customer contacts and their profiles) that You acquired as an employee or agent of the Company to any other person or entity, or use such information in any manner that is detrimental to the interest of the Company.

**9.2** Nevertheless, nothing in this Agreement prohibits You from reporting an event that You reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as the SEC, EEOC, or NLRB), from testifying truthfully under oath in any court, arbitration or administrative agency proceeding, from providing truthful information in the course of a government investigation or from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information within the limitations permitted by the 2016 Defend Trade Secrets Act (DTSA). You are hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that (A) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

## **10. Entire Agreement and Severability**

**10.1** The parties agree that, except as is expressly provided herein, this Agreement sets forth the entire agreement between them as to the matters set forth herein and supersedes any other written promises or oral understandings between the parties as to such matters, if any. The parties also agree and acknowledge that no other verbal or written promises or agreements have been offered for this Agreement (other than those described herein) and that no other promises or agreements between the parties related to the matters set forth herein will be binding unless they have been reduced to writing and signed by the parties and expressly referencing this Agreement.

**10.2** You and Workday further agree that, if any portion of this Agreement is held to be invalid or legally unenforceable, such portion will be enforced to the greatest extent permitted by law and the remaining portions of this Agreement will not be affected and will be given full force and effect. The provisions of Sections 5 and 6 shall survive and continue in full force and effect in accordance with their respective terms notwithstanding any alleged breach of this Agreement. You acknowledge and agree that, in the event that the provisions of Sections 5 and/or 6 shall be deemed by a court of competent jurisdiction to be unenforceable, then the court is to modify such provisions to the minimum extent necessary to render the provisions valid and enforceable.

## **11. No Admission**

The parties acknowledge that this Agreement does not constitute any admission by You or Workday of any wrongdoing or liability whatsoever, but results from the desire of the parties to resolve any actual and potential disputes between them. Nothing contained in this Agreement, or the fact of its submission to You, shall be admissible evidence in any judicial, administrative or other legal proceeding, of any liability or wrongdoing on the part of Workday or any related party of any violation of federal, state or local law.

## **12. Applicable Law**

All provisions of this Agreement will be construed and governed by the laws in the state where You are principally employed without regard to choice of law principles or laws of any other jurisdiction. Any suit, claim or other legal proceeding brought by You and arising out of or relating to Your employment, termination of employment, or this Agreement shall be brought exclusively in the federal or state courts located in the state where You are principally employed, and You and Workday hereby submit to personal jurisdiction in the state where You are principally employed, and to venue in such courts. You acknowledge that a breach of the provisions of Sections 5 and/or 6 above by You will cause irreparable harm to Workday, and Workday shall be entitled to injunctive relief to restrain such breach or threatened breach by You or any person acting with You in any capacity whatsoever and to pay Workday's legal expenses and costs incurred in bringing such actions against You. The language of this Agreement shall be construed according to its fair meaning, and not for or against any particular party.

## **13. Resolution of All Matters**

This Agreement resolves all matters and claims You have or may have against Workday and the Releasees relating to Your employment and the termination of Your employment with Workday; it is and shall be binding upon and inure to the benefit of the parties and their respective heirs, legatees, personal representatives, successors and assigns. Upon execution, this Agreement becomes effective and binding on the parties as of the Effective Date. This Agreement may not be modified, altered or changed except by an express written document signed by all parties hereto, wherein specific reference is made to this Agreement.

## **14. No Pending Claims**

You hereby represent and warrant that You do not currently have pending any claims, charges, lawsuits, or other proceedings against Workday concerning any of the claims released by this Agreement, including but not limited to any claims for unlawful workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting or opposing harassment or discrimination whether or not filed in court, before an administrative action, or through an internal complaint process against Employer or the Releasees. You further represent and warrant that You have not heretofore assigned any claims that You have or may have against Workday covered by this Agreement.

## **15. Review and Revocation**

You understand that You have been given a period of at least twenty-one (21) days from the date this Agreement was provided to You to review and consider this Agreement before signing it. Any changes to this document, whether material or immaterial, do not restart the running of this twenty-one (21) day consideration period. You further understand that You may use as much of this twenty-one (21) day period as You wish prior to signing. You may revoke this Agreement within seven (7) calendar days of signing it. Revocation can be made by delivering a written notice of revocation to the Chief Legal Officer, at 6110 Stoneridge Mall Road, Pleasanton, CA 94588. For this revocation to be effective, written notice must be received by the Chief Legal Officer no later than the seventh (7<sup>th</sup>) day after You sign this Agreement. If You revoke this Agreement, it shall not be effective or enforceable and You will not receive the severance benefits described in this document. By signing this Agreement, You agree that You have carefully read and fully understand all of its provisions. The Company hereby advises You in writing to consult with Your attorney before executing this Agreement, and You acknowledge and agree that You have been so advised. You further understand that rights or claims that may arise after the date You sign this Agreement are not waived.

## **16. Effective Date**

This Effective Date of this Agreement occurs eight (8) calendar days after it is signed and delivered by You to the Company in the manner set forth above, provided that the Agreement has not been timely revoked as set forth in Section 15, above.

## **17. Stock Option Plans**

If You have any vested stock options, You may have a period of time following the Termination Date during which You may exercise them. The specific period of time shall be as stated in either the Company's 2005, 2012, or 2022 Equity Incentive Plan, as appropriate, and as set forth in the applicable stock option agreements. You acknowledge that You will refer to these applicable plan documents to confirm the period during which You may exercise vested stock options. This Agreement shall not be construed to amend, modify or supersede any of the provisions of any Workday stock option plan that may be applicable to You.

## **18. Successors And Assigns**

This Agreement may be assigned or transferred to, and shall be binding upon and shall inure to the benefit of, any successor or assign of Workday, and any such successor or assign shall be deemed substituted for all purposes for Workday under the terms of this Agreement.

## **19. Counterparts**

This Agreement may be executed in counterparts, and a facsimile or electronic signature shall be deemed to be an original signature for all purposes.

## **20. No Interference with Rights**

Nothing in this Agreement is intended to waive claims (i) for unemployment or workers' compensation benefits, (ii) for vested rights under ERISA-covered employee benefit plans as applicable on the date You sign this Agreement, or (iii) which cannot be released by private agreement. In addition, nothing in this Agreement, including but not limited to the release of claims, proprietary information, confidentiality, cooperation, and non-disparagement provisions: (a) waives Your right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Workday, or on the part of the agents or employees of Workday, when You have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature; (b) prevents You from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that You have reason to believe is unlawful; (c) prevents You from filing a charge or complaint with, providing information or documents to, and/or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), the Securities and Exchange Commission (SEC), or any other any federal, state or local agency charged with the enforcement of any laws, or (d) prevents You from exercising rights under Section 7 of the National Labor Relations Act (NLRA) to engage in joint activity with other employees, provided that by signing this Agreement You are waiving the right to individual relief based on claims asserted in such a charge or complaint, or asserted by any third-party on Your behalf, except where such a waiver of individual relief is prohibited and except for any right You may have to receive a payment from a government agency (and not Workday) for information provided to a government agency.

**21. Not Signed Before the Last Work Day**

**Regardless of when this Agreement was provided to You, You may not sign this Agreement prior to Your Last Work Day. By signing below, You affirm that You did not sign this Agreement prior to Your Last Work Day.**

By signing this Agreement below, You represent that You fully understand and voluntarily agree to be bound by all of its terms. Accepted and agreed to on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Carl Eschenbach

Workday Inc.

\_\_\_\_\_

Ashley Goldsmith  
Chief People Officer



**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL NOTICE OF PERFORMANCE RESTRICTED STOCK UNIT AWARD<sup>1</sup>**

Unless otherwise defined herein, the terms defined in the Workday, Inc. (“*Workday*”) 2022 Equity Incentive Plan (the “*Plan*”) will have the same meanings in this Global Notice of Performance Restricted Stock Unit Award and the electronic representation of this Global Notice of Performance Restricted Stock Unit Award and the performance and vesting terms set forth in the Vesting Appendix attached hereto (the “*Vesting Appendix*”) established and maintained by Workday or a third party designated by Workday (the Global Notice of Performance Restricted Stock Unit Award and the Vesting Appendix are collectively referred to as the “*Notice*”).

**Name:** Carl Eschenbach

**Address:**

You (“*Participant*”) have been granted an award (an “*Award*”) of performance-based Restricted Stock Units (“*PVUs*”) under the Plan subject to the terms and conditions of the Plan, this Notice, the Vesting Appendix and the attached Global Performance Restricted Stock Unit Award Agreement (the “*Agreement*”), including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “*Appendices*”), which constitute part of the Agreement.

**Grant Number:**

**Maximum Number of PVUs:** 303,650 PVUs

**Date of Grant:** December 28, 2022

**Vesting Schedule:** As provided in the Vesting Appendix.

**Expiration Date:** This Award expires on the earlier to occur of: (a) the date on which this Award is settled in full, (b) determination by the Committee that the Share Price Targets (as defined in the Vesting Appendix) have not been satisfied as of the end of the Performance Period (as defined in the Vesting Appendix) and (c) the eighth (8th) anniversary of the Date of Grant. This Award expires earlier if Participant’s service terminates earlier, as described in the Vesting Appendix and the Award Agreement.

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<sup>1</sup> The specific information provided in this Notice may be delivered in electronic form.

By accepting (whether in writing, electronically or otherwise) the PVUs, Participant acknowledges and agrees to the following:

- 1) Participant understands that Participant's service with Workday or a Parent or Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is "at-will"), subject to applicable law and/or employment or service agreement, and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the PVUs pursuant to this Notice is earned only by both achievement of the performance metrics set forth in the Vesting Appendix and continuing service as an Employee, Director or Consultant. If Participant's service is Terminated for any reason (regardless of whether the termination is in breach of employment laws in the jurisdiction where Participant is employed or is later found to be invalid), such Termination will be considered effective on the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant's period of service for purposes of the PVUs will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement. Unless otherwise expressly provided in the Plan or the Agreement or determined by the Committee, Participant's right to vest in the PVUs under the Plan, if any, will terminate as of such date. To the extent permitted by applicable law, Participant agrees and acknowledges that the Vesting Schedule may change prospectively in the event that Participant's service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee.
- 2) This grant is made under and governed by the Plan, the Agreement and this Notice, and this Notice is subject to the terms and conditions of the Agreement and the Plan, both of which are incorporated herein by reference. Participant has read the Notice, the Agreement, and the Plan.
- 3) Participant has read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.
- 4) By accepting the PVUs, Participant consents to electronic delivery and participation as set forth in the Agreement.

If you wish to decline your PVUs, you should promptly notify our Stock Plan Administrator at [stock.admin@workday.com](mailto:stock.admin@workday.com). If you do not provide such notification within thirty (30) days after the Date of Grant, you will be deemed to have accepted your PVUs on the terms and conditions set forth herein.

**ATTACHMENT I**  
**VESTING APPENDIX**

As set forth in this Vesting Appendix, all or a portion of the Maximum Number of PVUs (as defined and set forth in the Notice) shall vest subject to **both** (1) achievement of the Share Price Targets (defined below, and achievement of a Share Price Target applicable to a Tranche within its applicable Performance Period, an “**Achievement Event**”) and (2) Participant’s continued service (as defined below) to the Company on such Achievement Event and through the applicable Monthly Vesting Dates (as defined below, the “**Service Requirement**”), except as specifically provided below in Section III(B) and Section IV(B). Defined terms used, but not defined, in this paragraph, the Notice, the Agreement or the Plan, shall have the meanings ascribed to them in this Vesting Appendix.

**I. Performance Period**

Achievement of the Share Price Targets is subject to an overall five (5) year performance period commencing on the Grant Date (such one-year periods therein, Years 1-5, respectively), applicable to each Tranche (defined below) as follows (each, a “**Performance Period**”):

**Tranche 1**—the three-year period comprised of Years 1-3 (the “**Tranche 1 Performance Period**”).

**Tranche 2**—the three-year period comprised of Years 2-4 (the “**Tranche 2 Performance Period**”).

**Tranche 3**—the three-year period comprised of Years 3-5 (the “**Tranche 3 Performance Period**”).

**II. Achievement Event—Share Price Targets**

This Award is divided into three separate tranches (each, a “**Tranche**”), as set forth in the *Share Price Targets Table* below, with each Tranche allocated that number of PVUs as specified in the *Share Price Targets Table* (each, the “**Tranche PVUs**”) and a share price target as specified in the *Share Price Targets Table* (each, a “**Share Price Target**”). If the Share Price Target applicable to a Tranche is achieved within such Tranche’s Performance Period, then the Tranche PVUs related to any such Tranche shall become “**Eligible PVUs**,” with the resulting Eligible PVUs eligible to vest as set forth in Section III below, subject to Certification and Participant’s service as of the applicable Achievement Event and on the applicable Monthly Vesting Dates as set forth in Section III, except as specifically provided below in Section III(B) and Section IV(B).

<b>Share Price Targets</b>				
<b>Performance Period</b>	<b>Tranche</b>	<b>Number of Tranche PVUs</b>	<b>Share Price Target as % Increase from PVU Baseline Price</b>	<b>Share Price Target</b>
Years 1-3	1	1/3 Maximum PVU Shares	25%	\$194.80
Years 2-4	2	1/3 Maximum PVU Shares	50%	\$233.76
Years 3-5	3	1/3 Maximum PVU Shares	75%	\$272.72
<b>Total:</b>		Maximum PVU Shares		

The Share Price Target for a Tranche is achieved if the 45-Day Average equals or exceeds such Share Price Target during the applicable Performance Period. The Committee will measure and Certify the achievement of the Share Price Targets as described below. Achievement of each Share Price Target shall be determined separately. There will be no partial or additional achievement to the extent a 45-Day Average is between individual Share Price Targets. Once a Share Price Target has been achieved during the applicable Performance Period, it shall remain achieved. In no event may more than the Maximum Number of PVUs become Eligible PVUs.

If a Share Price Target for a Tranche is achieved prior to its designated Performance Period, such achievement will not qualify as an Achievement Event at that time because it occurred outside of the designated Performance Period, however, such Share Price Target shall remain eligible to be achieved again during its designated Performance Period.

A Share Price Target may be met no later than the final day of its designated Performance Period, provided, however that if the Share Price Target for Tranche 1 or Tranche 2 is not achieved on or prior to the last day of the Tranche 1 Performance Period or Tranche 2 Performance Period, respectively, such Tranche PVUs will “roll forward” and may be earned in a later Performance Period (the “**Roll-Forward**”), but only if the Share Price Target for such later Performance Period is achieved (such condition, the “**Later Achievement Condition**”).

Any PVUs allocated to a Tranche that is not achieved pursuant to this Section II (the “**Unachieved Tranche PVUs**”) prior to (a) the end of the applicable Performance Period (or pursuant to a later Performance Period under the Roll-Forward) or (b) termination of Participant’s service shall automatically be forfeited, except as specifically provided below in Section III(B) and Section IV(B).

For purposes of this Award, “**45-Day Average**” means the trailing simple moving average stock price of Company Common Stock as reported on the NASDAQ Global Select Market over the forty-five (45) consecutive trading day period ending on the 20<sup>th</sup> day of each month (and if the 20<sup>th</sup> is not a trading day, then the immediately preceding trading day), beginning with the first Measurement Date that is at least forty-five (45) consecutive trading days following the Date of Grant (each, a “**Measurement Date**”). All averages will be rounded to the nearest whole cent.

For purposes of this Award, “**Baseline Price**” means the trailing simple moving average stock price of Company Common Stock as reported on the NASDAQ Global Select Market over the forty-five (45) consecutive trading day period ending December 20, 2022, which is the date on which Participant executed an employment agreement with the Company (the “**Employment Agreement**”).

### III. Service Requirement

#### A. Time-Based Vesting

No Eligible PVUs may vest prior to satisfaction of the Service Requirement, except as specifically provided below in Section III(B) and Section IV(B). For purposes of this Award, “**service**” means Participant’s continuous service as an Employee, Non-Employee Director, or Consultant to the Company or an Affiliate, Parent or Subsidiary of the Company.

For so long as Participant is in continuous service through each applicable date, the Service Requirement will be satisfied with respect to each Tranche as to 1/60<sup>th</sup> of the Tranche PVUs on each of the sixty (60) monthly anniversaries of December 5, 2022 (each monthly anniversary thereof, a “**Monthly Vesting Date**”). Except as specifically provided below in Section III(B) and Section IV(B), in the event of the termination of Participant’s service, any Eligible PVUs that have not yet vested shall automatically be forfeited upon such termination of Participant’s service.

(i) *PVUs Vesting in connection with Achievement of Share Price Target.* In the event of an Achievement Event for a particular Tranche, then upon the first occurring Monthly Vesting Date following the related Measurement Date, Participant shall vest as to the number of such Tranche PVUs, if any, for which Participant has satisfied the Service Requirement in accordance with the Monthly Vesting Schedule as of such Monthly Vesting Date, provided Participant is in continuous service as of such Monthly Vesting Date. The foregoing shall apply separately to each Tranche.

(ii) *PVUs Vesting following Achievement of Share Price Target.* With respect to Tranche PVUs for which Participant has not satisfied the Service Requirement in accordance with the Monthly Vesting Schedule as of the first occurring Monthly Vesting Date following an Achievement Event for a particular Tranche, vesting shall continue after such Monthly Vesting Date in accordance with the Monthly Vesting Schedule, subject to Participant's continued service through each such Monthly Vesting Date, except as specifically provided below in Section III(B) and Section IV(B). The foregoing shall apply separately to each Tranche.

#### **B. Certain Terminations**

In the event the Company terminates Participant's service without Cause (as defined in the Employment Agreement) within two (2) years after Participant's Start Date (as defined in the Employment Agreement) other than in connection with Change in Control (as defined in the Company's Change in Control Policy (the "**Change in Control Policy**")), then subject to Participant's execution of a Release (as defined in the Employment Agreement) and satisfaction all conditions to make the Release effective within 45 days after such termination of Participant's service (i) that number of PVUs which previously had become Eligible PVUs pursuant to Section II which would have vested if Participant had remained in continuous service for an additional twelve (12) months shall vest upon such termination of Participant's service and (ii) any in-progress Performance Period shall end on the day before Participant's termination date and the Committee shall measure and Certify the level of achievement of the Share Price Targets for any then-Unachieved Tranche PVUs (including Unachieved Tranche PVUs that remain eligible to be achieved pursuant to the Roll-Forward) using the same process as set forth in Section II above (including that Roll-Forward Tranches shall be subject to the Later Achievement Condition), except that the Committee shall use the 45-Day Average as of the trading day immediately prior to Participant's termination date in lieu of the Company's 45-Day Average as of a Measurement Date to determine the Share Price Target achievement of any Unachieved Tranche PVUs, and Eligible PVUs, if any, resulting under this subsection which would have vested if Participant had remained in continuous service for an additional twelve (12) months shall vest upon such termination of Participant's service.

In the event Participant's service terminates due to (a) a termination by the Company for Cause or (b) Participant's resignation for any reason, all PVUs (both Eligible PVUs that have not yet vested and Unachieved Tranche PVUs (including Unachieved Tranche PVUs that remain eligible to be achieved pursuant to the Roll-Forward)) shall automatically be forfeited upon such termination of Participant's service.

### **IV. Change in Control**

#### **A. Determination of Achievement.**

Notwithstanding Sections II and III above, if a Change in Control (as defined in the Change in Control Policy) occurs, then any in-progress Performance Period and any yet to commence Performance Period shall end or be deemed to end, respectively, on the day before the effective date of the Change in Control (the "**Closing Date**") and the Committee shall measure and Certify the level of achievement of the Share Price Targets for any Unachieved Tranche PVUs (including Unachieved Tranche PVUs that remain eligible to be achieved pursuant to the Roll-Forward, provided that in this case the Later Achievement Condition is waived and such Tranche may be achieved upon its applicable Share Price Target) using the same process as set forth in Section II above, except the Committee shall use the CIC Price in lieu of the Company's 45-Day Average as of a Measurement Date to determine the Share Price Target achievement of any Unachieved Tranche PVUs, and Eligible PVUs, if any, resulting under this subsection shall be referred to herein as "**CIC Eligible PVUs**".

For purposes of this Award, "**CIC Price**" means the price per share of the Company's Common Stock to be paid in accordance with the definitive agreement providing for the Change in Control (or, in the absence of such a definitive agreement, the closing price per share of the Company's Common Stock as reported on the Nasdaq Global Select Market (or such other exchange on which the Company's common stock is primarily traded) for the last trading day immediately preceding the Closing Date). In the event that the consideration in the Change in Control is not paid based on a price per share of the Company's common stock, then the value of such consideration and the CIC Price shall be determined in good faith by the Committee.

Further to the foregoing, during the period beginning upon the earlier of (i) the execution of the definitive agreement providing for the Change in Control and (ii) the public announcement of a Change in Control (such date, the “**Change in Control Announcement Date**”) and ending upon the earlier of the Closing Date and the Change in Control Termination Date (as defined below) (the “**Pause Period**”), no additional PVUs shall become Eligible PVUs based on the 45-Day Average. Instead, during the Pause Period, achievement of the Share Price Targets (to the extent not previously achieved) may only occur at the closing of the Change in Control and will be measured as provided in the preceding paragraph. If the sale or other arrangements that give rise to the Change in Control Announcement Date are terminated by their terms or otherwise withdrawn, as applicable (such date of termination or withdrawal, the “**Change in Control Termination Date**”), the Pause Period will end and the regular Performance Period will resume, and the calculation for the 45-Day Average shall re-commence beginning with the first day following the Change in Control Termination Date (and none of the trading days during the Pause Period shall be taken into account for any determination of any potential achievement of the 45-Day Average).

#### **B. Change in Control Vesting.**

(i) **Non-Assumption.** If the PVUs are not assumed, continued or substituted in a Change in Control, then (a) any PVUs which previously had become Eligible PVUs pursuant to Section II and (b) any CIC Eligible PVUs shall vest in full immediately prior to the Closing Date.

(ii) **Double Trigger.** In the event of a Qualifying Termination (as defined in the CIC Policy, except that Cause shall be as defined in the Employment Agreement) in connection with a Change in Control, then subject to Participant’s execution of a Release and satisfaction all conditions to make the Release effective within 45 days after such termination of Participant’s service (a) any PVUs which previously had become Eligible PVUs pursuant to Section II and (b) any CIC Eligible PVUs shall vest in full upon Participant’s Qualifying Termination.

#### **V. Holding Period**

Participant must retain and may not sell, transfer or dispose of the Shares acquired upon settlement of the PVUs (net of any Shares sold in a same-day sale to pay any tax withholding obligations) until the one-year anniversary of the applicable settlement date; provided, however, that the Participant may conduct transactions that involve merely a change in the form in which Participant owns such Shares (e.g., transfer Shares to a revocable inter vivos trust for which Participant is the trustee and sole beneficiary during Participant’s lifetime) as permitted by the Board or the Committee consistent with the Company’s internal policies.

#### **VI. Certification of Achievement**

Achievement of the PVU Performance Metrics will be measured monthly, as of the applicable Measurement Date. The Board or the Committee (as applicable, the “**Committee**”), in its good faith reasonable discretion, shall determine achievement of the Share Price Target for each Tranche as soon as possible on or following a Measurement Date (such Committee action, to “**Certify**” or a “**Certification**”, and the date thereof, the “**Certification Date**”). Notwithstanding the foregoing, if the Share Price Targets are determined in connection with a Change in Control, such determination shall be made, and the Certification Date shall be immediately prior to the Closing Date.

In the event an adjustment of Shares is made pursuant to Section 2.4 of the Plan, the Share Price Targets and the number of Tranche PVUs (in each case, to the extent not previously achieved) and the Eligible PVUs (if any) shall automatically be proportionally and equitably adjusted.

#### **VII. Award Subject to Company Clawback or Recoupment**

The PVUs shall be subject to the Company’s current compensation recoupment policy, and any additional compensation recoupment policy or amendments to the current policy adopted by the Board or as required by law during the term of Participant’s service that is applicable generally to executive officers of the Company. In addition to any other remedies available under such provisions, applicable law may require the cancellation of the PVUs (whether vested or unvested) and the recoupment of any gains realized with respect to the PVUs.

**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT**

The Compensation Committee of the Board of Directors (the “**Committee**”) of Workday, Inc. (“**Workday**”) has granted to Participant a performance-based Restricted Stock Unit Award (“**PVU**”) under Workday’s 2022 Equity Incentive Plan (the “**Plan**”). Unless otherwise defined herein, the terms defined in the Plan will have the same defined meanings in this Global Performance Restricted Stock Unit Award Agreement (the “**Agreement**”) and the electronic representation of the Global Notice of Performance Restricted Stock Unit Award established and maintained by Workday, or a third party designated by Workday, including the Vesting Appendix attached thereto (the “**Notice**”). The PVU is subject to the terms, restrictions and conditions of the Plan, the Notice and this Agreement, including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “**Appendices**”), which constitute part of this Agreement. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of the Notice or this Agreement, the terms and conditions of the Plan will prevail.

1. **Terms.** The number of PVUs provided by the Award and the applicable vesting terms and conditions are set forth in the Notice and the Vesting Appendix. Subject to the applicable provisions of the Plan and this Agreement and Workday’s Vesting Acceleration Policy for Death and Permanent Disability, as may be amended from time to time, Participant’s PVU shall vest as provided under the Vesting Appendix.
2. **Settlement.** Settlement of PVUs will be made within the calendar year in which the applicable date of vesting under the Vesting Schedule(s) set forth in the Notice occurs or, if later, the fifteen (15th) day of the third (3rd) calendar month following the date of vesting (provided that the Participant will not be permitted, directly or indirectly, to designate the taxable year of the payment). Settlement of PVUs will be in Shares. No fractional PVUs or rights for fractional Shares will be created pursuant to this Agreement.
3. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested PVUs, Participant will have no ownership of the Shares allocated to the PVUs and will have no right to dividends or to vote such Shares.
4. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), will not be credited to Participant.
5. **Non-Transferability of PVUs.** The PVUs and any interest therein will not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or unless otherwise permitted by the Committee on a case-by-case basis.
6. **Termination.**
  - (a) **General Termination.** Except as provided in the Vesting Appendix, if Participant’s service Terminates for any reason, all unvested PVUs will be forfeited to Workday forthwith without payment of any consideration to Participant, and all rights of Participant to such PVUs will immediately terminate (unless determined otherwise by the Committee and regardless of the reason for such Termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is providing services or the terms of Participant’s employment or service agreement, if any). Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the “**Termination Date**”), as provided in the Plan. For purposes of the PVUs, the Termination Date will be the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the PVUs will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement.

(b) *Change in Service Status.* Participant acknowledges and agrees that the vesting terms and conditions may change prospectively in the event Participant's service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee. A change in status from an Employee to a Consultant or a Non-Employee Director (or vice versa) will not result in a Termination, unless otherwise determined by the Committee.

7. **Responsibility for Taxes.** Participant acknowledges that, regardless of any action taken by Workday or, if different, Participant's employer (the "**Employer**") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable or deemed applicable to Participant ("**Tax-Related Items**"), is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by Workday or the Employer. Participant further acknowledges that Workday and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PVUs, including, but not limited to, the grant, vesting or settlement of the PVUs and the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PVUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that Workday and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN THE JURISDICTIONS(S) IN WHICH PARTICIPANT RESIDES OR IS OTHERWISE SUBJECT TO TAXATION.*

Prior to any relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law, Participant agrees to make arrangements satisfactory to Workday and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes Workday and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations or rights for all Tax-Related Items, if any, by one or a combination of the following:

- (i) withholding from proceeds of the sale of Shares acquired upon settlement of the PVUs either through a voluntary sale or through a mandatory sale arranged by Workday (on Participant's behalf pursuant to this authorization and without further consent);
- (ii) withholding in Shares to be issued upon settlement of the PVUs;
- (iii) withholding from Participant's wages or other cash compensation payable to Participant by Workday and/or the Employer or any Parent, Subsidiary or Affiliate;
- (iv) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or
- (v) any other arrangement approved by the Committee and permitted under applicable law,

in each case, under such rules as may be established by the Committee and in compliance with this Plan, Workday's Insider Trading Policy and any 10b5-1 Trading Plan Policy, if applicable. Notwithstanding the foregoing, if Participant is subject to Section 16 of the Exchange Act, the Committee shall establish the method of withholding prior to the applicable taxable or withholding event.



Workday may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates in Participant's jurisdiction(s), including minimum rates or up to the maximum rates applicable in Participant's jurisdiction(s). In the event the application of the withholding rate determined by Workday leads to over-withholding, Participant may receive a refund of any over-withheld amount in cash from Workday or the Employer (and will have no entitlement to the equivalent value in Shares) or, if not refunded by Workday or the Employer, Participant may be able to seek a refund from the applicable tax authority. In the event of under-withholding by Workday or the Employer for any reason, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the vested PVUs, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items. Unless otherwise required by applicable law or otherwise determined by the Committee, the Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the Tax-Related Items withholding.

Finally, Participant agrees to pay to Workday or the Employer any amount of Tax-Related Items that Workday or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. Workday may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

**8. Nature of Grant.** By accepting the PVUs (whether in writing, electronically or otherwise), Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by Workday, it is discretionary in nature and it may be modified, amended, suspended or terminated by Workday at any time, to the extent permitted by the Plan;

(b) the grant of the PVUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of PVUs, or benefits in lieu of PVUs, even if PVUs have been granted in the past;

(c) all decisions with respect to future PVU or other grants, if any, will be at the sole discretion of Workday;

(d) the PVU grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming or amending an employment or services contract with Workday, the Employer or any Parent, Subsidiary or Affiliate and shall not interfere with any ability Workday, the Employer or any Parent, Subsidiary or Affiliate, as applicable, may have to Terminate Participant's employment or service;

(e) Participant is voluntarily participating in the Plan;

(f) the PVUs and the Shares subject to the PVUs and the income from and value of same are not intended to replace any pension rights or compensation;

(g) the PVUs and the Shares subject to the PVUs, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

(h) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages will arise from forfeiture of the PVUs resulting from (1) the application of any compensation recovery or clawback policy adopted by Workday or otherwise required by law, or (2) Participant's Termination (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any);

(j) unless otherwise provided in the Plan or by Workday in its discretion, the PVUs and the benefits evidenced by this Agreement do not create any entitlement to have the PVUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares;

(k) unless otherwise agreed with Workday, the PVUs and the underlying Shares, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary, Parent and Affiliate; and

(l) neither Workday, the Employer nor any Parent, Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the PVUs or of any amounts due to Participant pursuant to the settlement of the PVUs or the subsequent sale of any Shares acquired upon settlement.

9. **No Advice Regarding Grant.** Workday is not providing any tax, legal or financial advice, nor is Workday making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant acknowledges, understands and agrees that Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

10. **Language.** Participant acknowledges and represents that he or she is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, as to allow Participant to understand the terms of this Agreement, including the Appendix and any other documents related to the Plan. If Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

11. **Jurisdiction-Specific Provisions.** Notwithstanding any provisions in this Agreement, the PVU grant will be subject to any special terms and conditions for Participant's jurisdiction set forth in the Appendices. Moreover, if Participant relocates to one of the jurisdictions included in the Appendices, the special terms and conditions for such jurisdiction will apply to Participant, to the extent Workday determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of this Agreement.

12. **Imposition of Other Requirements.** Workday reserves the right to impose other requirements on Participant's participation in the Plan, on the PVUs and on any Shares acquired under the Plan, to the extent Workday determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

13. **Entire Agreement; Enforcement of Rights.** This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties to this Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Agreement will not be construed as a waiver of any rights of such party.

**14. Compliance with Laws and Regulations.** The issuance of Shares will be subject to and conditioned upon compliance by Workday and Participant with all applicable U.S. and non-U.S. local, state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which Workday's Common Stock may be listed or quoted at the time of such issuance or transfer. Participant understands that Workday is under no obligation to register or qualify the Shares with any U.S. state or federal or any non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that Workday shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by Workday.

**15. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) will be enforced to the maximum extent possible given the intent of the parties hereto and the parties agree to renegotiate any unenforceable provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such unenforceable provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of this Agreement will be interpreted as if such provision were so excluded and (iii) the balance of this Agreement will be enforceable in accordance with its terms.

**16. Governing Law and Venue.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to such state's principles of conflict of laws.

Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Plan or this Agreement, will be brought and heard exclusively in the United States District Court for the Northern District of California or the Superior Court of California, Alameda County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

**17. No Rights as Employee, Director or Consultant.** Nothing in this Agreement will affect in any manner whatsoever any right or power Workday, the Employer or any Parent, Subsidiary or Affiliate may have, to terminate Participant's service, for any reason, with or without Cause.

**18. Insider Trading / Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the United States and, if different, Participant's country, which may affect Participant's ability to directly or indirectly accept, acquire, sell or otherwise dispose of Shares, rights to Shares (*e.g.*, Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding Workday (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing the inside information. Furthermore, Participant may be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Workday insider trading policy and/or any Workday 10b5-1 trading plan. Neither Workday nor any Parent, Subsidiary or Affiliate will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with his or her own personal legal advisers to ensure compliance with local laws. In addition, Participant acknowledges that he or she read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.

19. **Foreign Asset/Account and Tax Reporting Requirements and Exchange Controls.** Participant acknowledges that his or her country may have certain foreign asset and/or foreign account reporting and/or tax reporting requirements and exchange controls which may affect Participant's ability to acquire or hold Shares purchased under the Plan or cash received from participating in the Plan (including from any dividends paid on or sales proceeds arising from the sale of Shares acquired under the Plan) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to comply with such regulations, and Participant should consult a personal legal advisor for any details.

20. **Code Section 409A.** For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment will not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from Workday or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral will only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

21. **Award Subject to Workday Clawback or Recoupment.** To the extent permitted by applicable law, the PVUs will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or Compensation Committee or required by law during the term of Participant's employment or other service that is applicable to Participant. In addition to any other remedies available under such policy and applicable law, Workday may require the cancellation of Participant's PVUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's PVUs, as set forth in the Vesting Appendix.

22. **Acknowledgment; Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and Workday agree that the PVUs are granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant acknowledges receipt of a copy of the Plan, the Plan prospectus, the Notice and this Agreement and hereby accepts the PVUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. Participant has reviewed the Plan, the Plan prospectus, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Plan prospectus, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify Workday upon any change in Participant's residence address.

By acceptance of the PVUs, Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by Workday or a third party designated by Workday and consents to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of Workday, and all other documents that Workday is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the PVUs and current or future participation in the Plan. Electronic delivery may include the delivery of a link to a Workday intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at Workday's discretion. Participant acknowledges that Participant may receive from Workday a paper copy of any documents delivered electronically at no cost if Participant contacts Workday by telephone, through a postal service or electronic mail at Stock Administration. Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to Workday or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying Workday of such revised or revoked consent by telephone, postal service or electronic mail through Stock Administration. Finally, Participant understands that Participant is not required to consent to electronic delivery.

By accepting (whether in writing, electronically or otherwise) the PVUs, Participant acknowledges and agrees to the following:

Participant understands that Participant's employment or consulting relationship or service with Workday, Inc. or a Parent, Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is at will), subject to applicable law and/or employment or service agreement, and that nothing in this Agreement, the Notice or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the PVUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant. Participant also understands that this Agreement is subject to the terms and conditions of both the Notice and the Plan, both of which are incorporated herein by reference. Participant has read the Agreement, the Notice and the Plan. By accepting the PVUs, Participant consents to the electronic delivery as set forth in this Agreement.

**WORKDAY, INC.**

By: Aneel Bhusri

Title: Co-founder, Co-Chief Executive Officer and Director

**APPENDIX A**

**WORKDAY, INC.  
2022 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

**DATA PRIVACY PROVISIONS FOR EMPLOYEES OUTSIDE THE UNITED STATES**

*[Intentionally Omitted]*

**APPENDIX B**

**WORKDAY, INC.  
2022 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

**JURISDICTION-SPECIFIC PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.**

*[Intentionally Omitted]*

## SUBSIDIARIES AS OF JANUARY 31, 2023

Name	Jurisdiction
Adaptive Insights Co., Ltd.	Japan
Adaptive Insights Limited	United Kingdom
Adaptive Insights LLC	Delaware
Adaptive Insights Pty Ltd.	Australia
Adaptive Insights, Ltd.	Canada
Adaptive Planning, Inc.	India
'Alohi Insurance, Inc.	Hawaii
Canada Workday ULC	Canada
Peakon ApS	Denmark
Peakon Ltd	United Kingdom
Peakon NZ Limited	New Zealand
PT Workday Indonesia Services	Indonesia
Scout RFP LLC	Delaware
Tri-Valley Resellers, LLC	Delaware
Trusted Key Solutions Inc.	Delaware
Vineyard Sound, LLC	Delaware
VNDLY LLC	Delaware
VNDLY UK Limited	United Kingdom
Workday (Beijing) Co., Ltd.	China
Workday (NZ) Unlimited	New Zealand
Workday (Thailand) Co., Ltd.	Thailand
Workday (UK) Limited	United Kingdom
Workday Asia Pacific Limited	Hong Kong
Workday Australia Pty Ltd	Australia
Workday Austria GmbH	Austria
Workday B.V.	The Netherlands
Workday Belgium	Belgium
Workday CZ s.r.o	Czech Republic
Workday Denmark ApS	Denmark
Workday España SL	Spain
Workday Finland Oy	Finland
Workday France	France
Workday Global, Inc.	Delaware
Workday GmbH	Germany
Workday India Private Limited	India
Workday Italy S.r.l.	Italy
Workday K.K.	Japan
Workday Korea Limited	South Korea
Workday Latvia SIA	Latvia
Workday Limited	Ireland
Workday Limited - Liechtenstein Branch Office	Ireland/Liechtenstein
Workday Limited - South Korea Branch	Ireland/South Korea
Workday Malaysia Sdn. Bhd.	Malaysia
Workday Mexico, S. de R.L. de C.V.	Mexico
Workday Norway AS	Norway
Workday Polska sp. z.o.o	Poland
Workday Singapore Pte. Ltd.	Singapore
Workday South Africa (Pty) Ltd	South Africa
Workday Sweden Aktiebolag	Sweden
Workday Switzerland GmbH	Switzerland
Workday Taiwan Limited	Taiwan
Zimit LLC	Delaware



**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- Registration Statement (Form S-3 ASR No. 333-239056) of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-184395) pertaining to the 2012 Equity Incentive Plan, the 2012 Employee Stock Purchase Plan, the 2005 Stock Plan, the Non-Plan Stock Option Agreements, and the Form of Registrant's Class B common stock certificate of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-187665) pertaining to the 2012 Equity Incentive Plan of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-194934) pertaining to the 2012 Equity Incentive Plan and the 2012 Employee Stock Purchase Plan of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-203004) pertaining to the 2012 Equity Incentive Plan and the 2012 Employee Stock Purchase Plan of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-210330) pertaining to the 2012 Equity Incentive Plan and the 2012 Employee Stock Purchase Plan of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-216834) pertaining to the 2012 Equity Incentive Plan and the 2012 Employee Stock Purchase Plan of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-223656) pertaining to the 2012 Equity Incentive Plan of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-230371) pertaining to the 2012 Equity Incentive Plan of Workday, Inc.,
- Registration Statement (Form S-8 No. 333-265766) pertaining to the 2022 Equity Incentive Plan and the Amended and Restated 2012 Employee Stock Purchase Plan of Workday, Inc., and
- Registration Statement (Form S-8 No. 333-226907) pertaining to the Adaptive Insights, Inc. 2013 Equity Incentive Plan;

of our reports dated February 27, 2023, with respect to the consolidated financial statements of Workday, Inc. and the effectiveness of internal control over financial reporting of Workday, Inc. included in this Annual Report (Form 10-K) of Workday, Inc. for the year ended January 31, 2023.

/s/ Ernst & Young LLP

San Francisco, California  
February 27, 2023

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Aneel Bhusri, certify that:

1. I have reviewed this Annual Report on Form 10-K of Workday, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2023

By: /s/ Aneel Bhusri  
Aneel Bhusri  
Co-Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Carl Eschenbach, certify that:

1. I have reviewed this Annual Report on Form 10-K of Workday, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2023

By: /s/ Carl Eschenbach

Carl Eschenbach  
Co-Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Barbara Larson, certify that:

1. I have reviewed this Annual Report on Form 10-K of Workday, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2023

By: /s/ Barbara Larson  
Barbara Larson  
Chief Financial Officer  
(Principal Financial Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Aneel Bhusri, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report of Workday, Inc. on Form 10-K for the fiscal year ended January 31, 2023, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Workday, Inc.

Date: February 27, 2023

By: /s/ Aneel Bhusri  
Aneel Bhusri  
Co-Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Carl Eschenbach, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report of Workday, Inc. on Form 10-K for the fiscal year ended January 31, 2023, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Workday, Inc.

Date: February 27, 2023

By: /s/ Carl Eschenbach

Carl Eschenbach  
Co-Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Barbara Larson, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report of Workday, Inc. on Form 10-K for the fiscal year ended January 31, 2023, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Workday, Inc.

Date: February 27, 2023

By: /s/ Barbara Larson  
Barbara Larson  
Chief Financial Officer  
(Principal Financial Officer)