

**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 December 31 , 2023

OR

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

For transition period from to
Commission File Number 001-36773

WORKIVA INC .

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

47-2509828

(I.R.S. Employer Identification Number)

**2900 University Blvd
Ames , IA 50010**

(Address of principal executive offices and zip code)

(888) 275-3125

(Registrant's telephone number, including area code)

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Class A common stock, par value \$.001	WK	New York Stock Exchange

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

None

Indicate by a check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the 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 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 Securities Exchange Act of 1934 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="radio"/>	Accelerated filer
Non-accelerated filer	<input type="radio"/>	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 voting stock held by non-affiliates of the Registrant on June 30, 2023, based on the closing price of \$101.66 for shares of the Registrant's Class A common stock as reported by the New York Stock Exchange, was approximately \$ 4.9 billion. Shares of common stock beneficially owned by each executive officer, director, and holder of more than 10% of our common stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 15, 2024, there were approximately 50,884,818 shares of the Registrant's Class A common stock and 3,845,583 shares of the Registrant's Class B common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Information required in response to Part III of Form 10-K (Items 10, 11, 12, 13 and 14) is hereby incorporated by reference to portions of the Registrant's Proxy Statement for the Annual Meeting of Stockholders to be held in 2024. The Proxy Statement will be filed by the Registrant with the Securities and Exchange Commission no later than 120 days after the end of the Registrant's fiscal year ended December 31, 2023.

WORKIVA INC.
FORM 10-K
For the Year Ended December 31, 2023
TABLE OF CONTENTS

	<u>Page</u>
<u>Part I</u>	
<u>Item 1.</u> <u>Business</u>	<u>1</u>
<u>Item 1A.</u> <u>Risk Factors</u>	<u>17</u>
<u>Item 1B.</u> <u>Unresolved Staff Comments</u>	<u>41</u>
<u>Item 1C.</u> <u>Cybersecurity</u>	<u>41</u>
<u>Item 2.</u> <u>Properties</u>	<u>42</u>
<u>Item 3.</u> <u>Legal Proceedings</u>	<u>43</u>
<u>Item 4.</u> <u>Mine Safety Disclosures</u>	<u>43</u>
<u>Part II</u>	
<u>Item 5.</u> <u>Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u>	<u>44</u>
<u>Item 6.</u> <u>[Reserved]</u>	<u>45</u>
<u>Item 7.</u> <u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>46</u>
<u>Item 7A.</u> <u>Quantitative and Qualitative Disclosure About Market Risk</u>	<u>61</u>
<u>Item 8.</u> <u>Financial Statements and Supplementary Data</u>	<u>63</u>
<u>Item 9.</u> <u>Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u>	<u>105</u>
<u>Item 9A.</u> <u>Controls and Procedures</u>	<u>105</u>
<u>Item 9B.</u> <u>Other Information</u>	<u>106</u>
<u>Item 9C.</u> <u>Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</u>	<u>107</u>
<u>Part III</u>	
<u>Item 10.</u> <u>Directors, Executive Officers and Corporate Governance</u>	<u>108</u>
<u>Item 11.</u> <u>Executive Compensation</u>	<u>109</u>
<u>Item 12.</u> <u>Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	<u>109</u>
<u>Item 13.</u> <u>Certain Relationships and Related Transactions and Director Independence</u>	<u>109</u>
<u>Item 14.</u> <u>Principal Accounting Fees and Services</u>	<u>109</u>
<u>Part IV</u>	
<u>Item 15.</u> <u>Exhibits and Financial Statement Schedules</u>	<u>110</u>
<u>SIGNATURES</u>	<u>S-1</u>

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INFORMATION

Certain statements in this Annual Report on Form 10-K are “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (“Exchange Act”) and are subject to the safe harbor created thereby. All statements contained in this Annual Report on Form 10-K other than statements of historical facts, including statements regarding our future results of operations and financial position, our business strategy and plans and our objectives for future operations, are forward-looking statements. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect” and similar expressions are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, 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 and assumptions, including those described in “Item 1A. Risk Factors.” 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 and assumptions, the future events and trends discussed in this Annual Report on Form 10-K may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, achievements or events and circumstances reflected in the forward-looking statements will occur. We are under no duty to update any of these forward-looking statements after completion of this Annual Report on Form 10-K to conform these statements to actual results or revised expectations.

Unless otherwise indicated, information contained in this Form 10-K concerning our industry and the markets in which we operate is based on information from independent industry and research organizations, other third-party sources (including industry publications, surveys and forecasts), and management estimates. Management estimates are derived from publicly available information released by independent industry analysts and third-party sources, as well as data from our internal research, and are based on assumptions made by us upon reviewing such data and our knowledge of such industry and markets that we believe to be reasonable. Although we believe the data from these third-party sources is reliable, we have not independently verified any third-party information.

Part I.

Item 1. Business

Overview

Workiva's mission is to power transparent reporting for a better world. We believe that all stakeholders including consumers, employees, shareholders, and regulators expect more from business – more action, transparency, and disclosure of financial and non-financial information. We build solutions to meet that demand and streamline processes, connect data and teams, and ensure consistency – all within the Workiva platform, the world's leading cloud platform for assured integrated reporting. Additionally, we offer the only unified software-as-a-service ("SaaS") platform that brings customers' financial reporting, Environmental, Social, and Governance ("ESG"), and Governance, Risk, and Compliance ("GRC") together in a controlled, secure, audit-ready platform.

From data to disclosure, the Workiva platform empowers customers by connecting and transforming data from hundreds of enterprise resource planning ("ERP"), human capital management ("HCM"), and customer relationship management ("CRM") systems, as well as other third-party cloud and on-premise applications. Customers use our platform to create, review and publish data-linked documents, presentations, and reports with greater control, consistency, accuracy, and productivity. Our platform is flexible and scalable, so customers can easily adapt it to define, automate, and change their business processes in real time.

Workiva provides more than 6,000 organizations across the globe with SaaS platform solutions to help solve some of the most complex reporting and disclosure challenges. While our customers use our platform for more than 100 different use cases, across dozens of vertical industries, we organize our sales and marketing resources into three purpose-built solution groups (Financial Reporting, ESG, and GRC) focusing primarily on the offices of the Chief Financial Officer ("CFO"), Chief Sustainability Officer ("CSO"), and Chief Audit Executive ("CAE").

We have experienced strong revenue growth since we released our first solution in March 2010. Our revenue increased from \$443.3 million in 2021 to \$630.0 million in 2023, representing a 19% compound annual growth rate. We incurred net losses of \$37.7 million in 2021, \$90.9 million in 2022 and \$127.5 million in 2023. Approximately 89% of our revenue in 2023 was derived from subscription and support fees, with the remainder from professional services.

2023 Company Highlights and Milestones

- In April 2023, Julie Iskow, the previous President and Chief Operating Officer, succeeded Marty Vanderploeg as Chief Executive Officer (“CEO”). Vanderploeg transitioned from CEO to the role of Non-Executive Chair of the Board of Directors.
- In Q2, we promoted experienced executives into the roles of Chief Technology Officer, Chief Customer Officer, and Chief Marketing Officer.
- In April 2023, we were named among the 100 Best Companies to Work For by Fortune magazine and Great Place to Work.
- In the first half of 2023, we hired three new sales executives to lead our global sales regions: (i) the Americas, (ii) Europe, Middle East, and Africa (“EMEA”), and (iii) Asia-Pacific (“APAC”).
- In the first half of 2023, Workiva launched enhancements to our ESG solution including expanded data collection, integration with the Carbon Disclosure Project (“CDP”), support for additional ESG frameworks and support for the European Sustainability Reporting Standards (“ESRS”).
- In August 2023, we released Generative Artificial Intelligence (“Gen-AI”) on the Workiva platform. Our approach will enable customers to decide which industry-leading large language model, including those from Google Cloud and Microsoft Azure, best fit their needs.
- In August 2023, we issued \$702 million of 1.250% convertible senior notes due 2028. We used \$396.9 million of the net proceeds to repurchase \$273.8 million principal amount, together with accrued and unpaid interest thereon, of our 1.125% convertible senior notes due 2026. We intend to use the balance of proceeds for working capital, general corporate purposes, and strategic investments and acquisitions.
- In September 2023, we hosted our hybrid Workiva Amplify conference which included over 5,700 customers, partners and prospects representing over 2,000 companies joining us either virtually or in-person.
- In September 2023, we received a rating of AAA in the MSCI ESG Ratings assessment for the second year in a row. The coveted AAA rating represents MSCI’s highest rating and signifies industry-leader status in managing the most significant ESG risks and opportunities.
- In Q3, we hired three experienced SaaS leaders in the roles of Chief Information Officer, Chief Accounting Officer, and Chief Product Officer.
- In November 2023, Workiva hosted its second annual Amplify conference in Europe. The hybrid event attracted over 600 customers and prospects and was our largest ever in-person event in Europe.
- During 2023, we added 8 new innovation patents, bringing our total to 76.

Macro Trends

Six macro trends have been driving demand for Workiva's platform: the shift to the cloud; digital transformation; remote and hybrid work; influx of disparate data sources; increased regulatory environment; and increased stakeholder demands for ESG data.

Shift to the Cloud. Enterprises around the world have been shifting deployment of data management systems from on-premises to the cloud. A shift to the cloud started more than two decades ago with CRM and other front-office systems. In the last 10 years, enterprises also began adopting the cloud for managing middle- and back-office systems, owing to advantages in data security, data accessibility and total cost of operation. Having always delivered a cloud native platform, we have assisted many of our clients in adopting our cloud solutions and believe that the market has shifted to a cloud first or in many cases a cloud only set of purchasing requirements.

Digital Transformation. While the importance of digital transformation has been increasing in recent years, we believe that the pandemic accelerated that need and underscored the critical importance of collaborative cloud platforms for reporting and disclosure. As the world economy underwent increasing disruption, we believe that those companies that have embraced digital transformation were better able to maintain business continuity and improve productivity. Each of our fit-for-purpose solutions helps in critical aspects of our customers' digital transformation journeys and simplifies the complex work around reporting and disclosure.

Remote and Hybrid Work Environments. We believe that remote and hybrid work are here to stay. To attract and retain talent in the marketplace of knowledge workers, enterprises are responding to pressure to adopt more flexible work environments. Companies that manage a growing number of digital workplace employees are implementing collaborative technologies to streamline work processes and automate decision-making, actions and responses.

Influx of disparate data sources. As organizations capture and collect more data in more systems, the assembly, aggregation, and consolidation of that data becomes more complex. Integrating with and connecting to source systems and applications is one of the key requirements to address the technical complexity of reporting and disclosure, and is top of mind for the organizations we serve.

Increased Regulatory Environment. The regulatory environment continues to expand globally in both scope and complexity. Regulations are increasing as are demands for more data and disclosure. Regulators are also demanding greater use of structured, machine-readable data in companies' disclosures. Many regulators have already or will be implementing structured data mandates, requiring companies to tag data in their financial statements using eXtensible Business Reporting Language ("XBRL"), which is a royalty-free, international standard designed specifically for digital reporting of financial, performance, risk and compliance information. XBRL provides a unique, machine-readable tag for individual disclosures within business reports.

Increased Stakeholder Demands for ESG Data. We believe that stakeholder capitalism is increasing in importance and therefore it is more critical than ever for companies to be transparent and accountable not just to investors but to all stakeholders, including employees, customers, suppliers, partners and communities. Today, more than ever, environmental impact, social responsibility, and corporate governance are impacting the valuations of companies and the ability of institutions to invest in those companies. ESG reporting is complex. It requires the ingestion, capture, management, and reporting of financial and non-financial data from many disparate sources, and it requires the collaboration of multiple internal stakeholders across finance, risk management, and sustainability teams.

Growth Vectors

We are focusing our investment on four major growth opportunities: The Workiva Platform, Fit-for-Purpose Solutions, Global Expansion, and our Partner Ecosystem.

The Workiva Platform. People all over the world use our connected, cloud platform to seamlessly enable collaboration and deep integration into existing work streams to simplify their most complex reporting challenges. We offer the only unified SaaS platform that brings customers' financial reporting, ESG, and GRC together in a controlled, secure, audit-ready platform. Our platform creates a competitive advantage and positions us to win in the expanding business reporting market.

Fit-for-Purpose Solutions. Workiva is the leading provider of cloud-based reporting solutions that are designed to solve financial and non-financial business challenges at the intersection of data, process and people. We are entering into new markets and geographies with an expanded solutions portfolio. Workiva is focused on growing our business through selling multi-solution deals and account expansions. Three solution groups that are part of this growth strategy are Financial Reporting, ESG, and GRC:

- *Financial Reporting* is our longest-tenured group of solutions and continues to represent a significant global opportunity for Workiva among private and public companies. Our customers' external and internal financial reporting processes have adapted significantly to accommodate factors such as increasing regulatory pressure, integration of non-financial data and disclosures, as well as other considerations that influence financial reporting such as economic volatility and geopolitical instability. Additionally, XBRL tagging is expanding beyond traditional financial statements and footnotes within regulatory filings. We believe this evolution in financial reporting processes will continue, which we expect will drive the need for expanded financial reporting solution capabilities including an increase in source data integrations, enhanced automations, an increase in cross-functional team collaboration, and integrated Gen-AI. We believe that by expanding our robust financial reporting capabilities and deepening our alignment to our other offerings such as ESG and GRC, there may be additional growth opportunities for Workiva.
- *Environmental, Social, Governance Reporting.* ESG represents a generational opportunity for growth and we plan to continue to accelerate our investments to meet stakeholders' growing need for ESG information. In an increasingly transparent world, organizations across the globe are disclosing non-financial key performance indicators around environmental, social, and governance issues. ESG-related information is beginning to appear in mainstream financial reports and we believe this trend will accelerate in the coming years. Workiva's fit-for-purpose ESG solution provides an effective platform to help organizations manage, collaborate, and disclose their ESG information to stakeholders. We will continue to leverage what we believe is the superior ESG reporting solution to grow our business.
- *Governance, Risk, and Compliance.* GRC is a broad market segment that can be defined by a number of solution areas including internal audit, internal controls, risk management, policy management, vendor risk, and IT risk. Risk Management is a high priority for CEOs and across boardrooms all over the globe. Workiva's GRC solution suite enables and excels at identifying, tracking, and managing risk so that customers can operate legally, ethically, and in compliance with regulations. In December 2023, Workiva was named as a strong performer among GRC platforms by independent research firm, Forrester Research. We will continue to leverage our GRC leadership to grow our business.

Global Expansion. We believe growth outside of North America presents an attractive opportunity because the factors that drive demand for our solutions in North America are similar to those

in other developed countries, including the need to manage complex datasets, reduce errors and risk, improve efficiency and respond to regulatory requirements.

In 2023, we generated approximately 15% of our consolidated revenue from EMEA and APAC, and we expect these global markets to contribute an increasing percentage of total revenue.

Partner Ecosystem. We believe that our ecosystem of partners extends our geographic reach, accelerates the usage and adoption of our platform, and enables more efficient delivery of professional services. We intend to expand and deepen our relationships with global and regional partners, including global consulting firms, systems integrators, large and mid-sized independent software vendors and implementation partners. Our over 200 advisory, technology, and service partners offer a wider range of domain and functional expertise that broadens our platform's capabilities and promotes Workiva as part of the digital transformation projects they drive for their customers.

Workiva Platform

The Workiva platform is multi-tenant cloud software deployed in multiple regions worldwide. Our platform, built primarily on Amazon Web Services ("AWS"), is composed of both proprietary and open-source technologies.

We believe the following characteristics highlight our platform's key competitive advantages:

Features and Functionality. Our platform allows customers to connect data from multiple ERP, HCM and CRM systems, as well as other third-party cloud and on-premise applications with complete control, context, and clarity. Workiva's drag-and-drop data transformation and preparation capabilities deliver previews and provide insights instantaneously. Organizations can simply extract data from sources into the Workiva platform where they can perform queries, filter, and clean the datasets, and do it across millions of records that typical spreadsheets can't handle. Once the data is connected in the Workiva platform, users can automate data and workflow updates, track every change and seamlessly collaborate with colleagues to create trusted reports and regulatory filings.

With our platform's data-linking capabilities, every change is automatically updated in all linked instances—including narrative and numbers—throughout spreadsheets, word-processing documents, charts and graphs, presentation decks and dashboards in our platform. Linking enables data consistency and traceability and ensures that collaborators are working with the most current data.

Our platform's detailed audit trail provides accountability and transparency by tracking every change made by every user over time. A complete record of data provenance and all changes helps our customers mitigate risk, gain insights and make better, data-driven decisions.

With permission controls in our platform, administrators can manage access at all levels so each user can create, review and edit data and documents. This control feature also enables users to grant access to their external auditors, outside counsel and other consultants, which further streamlines the review process and reduces expenses.

Easy to Deploy and Configure. The Workiva platform can be deployed within days or weeks for new customers and can be easily configured by the customer for individual employees or entire teams. Because our solutions are browser-based, customers avoid costly, time-intensive deployments typically associated with on-premise enterprise software.

High Performance. The architecture, design, deployment and management of our solutions provide enterprise-grade scalability, availability and security. The performance of the Workiva platform has been tested and proven by some of the largest, most demanding enterprises in the world.

Continuous Improvement. Frequent collaboration with customers and development iteration allow us to make continuous improvements by releasing a new version of our platform several times each week.

Scales Rapidly. The Workiva platform is designed to support millions of end users as a result of its scalability and our relationship with AWS. Our customers have created billions of links to seamlessly achieve a single source of data, among multiple documents, spreadsheets and presentations.

Secure. Many of the largest enterprises in the world trust us with their most sensitive data. We employ stringent data security, reliability, integrity and privacy practices. In addition to our regular customer security assessments, we engage in continuous and ongoing penetration and vulnerability testing (manual and automatic, internal and third-party) and adhere to standards established by third parties such as Federal Risk and Authorization Management Program (“FedRAMP”) and ISO 27001. We also engage third-party auditors to evaluate our controls against the service organization controls (“SOC”) compliance frameworks.

Generative AI. Our Gen-AI capabilities enhance the way finance, risk, and sustainability teams work, improving content creation, editing, and collaboration. With the complex and sensitive work associated with financial reporting, ESG reporting, audit, and risk, responsible AI usage is paramount—particularly when it comes to data security, subject-matter expertise, and human oversight. Workiva’s generative AI experience brings productivity gains backed by ethical and responsible implementation. In 2023, we implemented our policy outlining the guidelines and principles for the responsible and ethical usage of AI and Machine Learning (ML) technologies within Workiva. This policy applies to all employees, contractors, partners, and other third parties who interact with or utilize AI/ML systems on behalf of their organizations. We believe the use of AI/ML must be guided by principles of fairness, transparency, accountability, and respect for privacy and security. Customers are using the Gen-AI capabilities to author new content quickly, refine, edit, and rewrite content, generate ideas and perspectives, and research with a thought partner on demand.

Marketplace. The Workiva Marketplace enables organizations to streamline existing processes and solve new business problems by activating more than 200 ready-made templates and no-code data connectors, and services from industry experts and trusted partners — all within the Workiva platform’s connected and secure ecosystem. Its offerings include process checklists, carefully organized and linked reports, style guides, perfectly formatted presentations, and more. Accounting, sustainability, audit, financial planning and analysis, financial services, and legal teams can easily add templates or connectors directly into an existing Workiva workspace and optimize workflow with process automation, practical examples, and industry best practices.

Fit-for-Purpose Solutions

We market and sell over 30 fit-for-purpose solutions that are categorized into four reporting groups: Financial Reporting; ESG; GRC; and Industry Verticals.

Financial Reporting

Global Statutory Reporting. We see growing demand for our platform in the United States (“U.S.”) and in Europe for statutory reporting, which is a complex process for our multinational customers that are required to report statutory financial information throughout different countries and local jurisdictions where they do business. Currently, most of these enterprises rely on hundreds of legacy word-processing documents and spreadsheets with no digital audit trail. This disconnected, manual process is prone to errors and creates the risk of accounting inconsistencies in reports between legal entities across jurisdictions. Without a standardized process and central oversight, companies face enormous risk and high expenses related to outsourcing to a bevy of consultants and accounting firms, which weakens control and extends review time.

Securities and Exchange Commission (“SEC”) and System for Electronic Document Analysis and Retrieval (“SEDAR”) Reporting. Our platform gives customers control over the entire SEC reporting process, from data collection to drafting to embedding supporting documentation to the actual filing with Inline XBRL. Our SEC reporting solution allows our customers to prepare and file all major SEC reports, such as Form 10-K, Form 10-Q and Form 8-K, as well as Form S-1 and other registration statements, proxy statements and Section 16 reports. Features tailored to the SEC reporting process include the capability to concurrently create reports in the HTML format required for filing on the SEC’s Electronic Data Gathering, Analysis and Retrieval (“EDGAR”) system and the ability to perform XBRL tagging as well as to submit SEC reports with Inline XBRL (“iXBRL”). Foreign Private Issuers can use our platform to include XBRL tagging in their 20-F and 40-F filings with the SEC. Workiva also enables customers to create earnings press releases, earnings call scripts, presentations and other investor relations materials with data linked to the corresponding filing. Canadian issuers can use our platform to draft and submit reports through SEDAR.

Capital Markets. Workiva offers an end-to-end technology platform supporting our customers throughout their journey as they move from being a privately held company to being publicly traded. We believe that our platform approach and fit-for-purpose solutions provide a competitive differentiation in the market. Private companies can purchase the Workiva platform for financial reporting, management reporting and controls management. They may do this up to a year or two in advance of their target initial public offering (“IPO”) date. As these companies go through the IPO process, they then have the opportunity to use the capital markets solution on our platform to manage the creation of their Form S-1 to register their securities with the U.S. Securities and Exchange Commission. Around the time they go public, many of these customers may then purchase our SEC solution, which enables companies to prepare and file all major SEC reports, and expand the use of our platform to support their audit requirements under the Sarbanes-Oxley Act (“SOX”).

Annual & Interim Reporting. Workiva provides customers control over their entire financial reporting process, from data collection to drafting to embedding supporting documentation to submitting their financial statements to their board, ownership structure and/or debt holders. Workiva enables customers to manage their entire process of creating financial statements with more confidence through connecting directly to their financial source systems like ERPs and general ledgers. This reduces human error and increases data reliability during financial statement consolidation. Workiva also enables speed through automation which reduces the time-consuming, stressful process of gathering financial data, freeing your time for telling your financial story.

European Single Electronic Format (“ESEF”). We believe ESEF is an accelerator for modernization of corporate reporting in Europe. ESEF is an annual financial reporting regulation specified by the European Securities and Markets Authority (“ESMA”). The ESMA mandate requires all specified issuers on European Union (“E.U.”) & United Kingdom regulated markets to file annual account statements in a digital format using iXBRL. The key driver for ESEF is greater transparency and requires standardized reporting, consistently structured and accessible for stakeholders, thus we believe making it an ideal fit for Workiva. More than 4,000 European issuers are subject to the required taxonomy for their annual financial reports.

Management Reporting. Public and private companies, government agencies and higher-education institutions must create a vast array of complex financial and managerial reports. Organizations of all sizes typically have to collect, track, manage and report on a wide range of operating metrics to drive better business outcomes. Our customers continuously find new use cases across their organizations, including Financial Planning and Analysis (“FP&A”), board/committee and quarterly reporting, C-Suite reporting, strategic business plans, financial statements, variance reports, monthly management reports, managing and tracking key performance indicators, data collection for domestic sales, performance reporting, and employee benefit financial statements.

Environmental, Social, and Governance Reporting

ESG Reporting. Workiva’s ESG Reporting solution enables organizations to deliver high-quality disclosures to their most important stakeholders, including investors, regulatory agencies, executive management, and their boards by connecting information directly across sustainability reports, statutory disclosures, annual reports, earnings call scripts, and regulatory filings, with support for XBRL tagging. Our platform also helps organizations proactively confront a complex and rapidly changing regulatory landscape to create integrated and assured reports that will address the disclosure requirements of the Corporate Sustainability Reporting Directive (“CSRD”) in the E.U., California’s Climate Corporate Data Accountability Act (SB-253) and Climate-Related Financial Risk Act (SB-261), and the proposed SEC climate disclosure rule in the U.S.

Our platform streamlines the ESG reporting process end-to-end, from data collection and management to final report. Customers use our solution to collect quantitative and qualitative values to report for ESG topics, reference ESG frameworks and standards to align with stakeholder interests, request and track the data collection of ESG values, and connect information across reports, from sustainability reports to financial reports and internal presentations, to create a single source of truth for ESG metrics and disclosures.

Customers can use the ESG Explorer to review and compare guidelines from multiple frameworks and standards, including Global Reporting Initiative (“GRI”) Standards, Sustainability Accounting Standards Board (“SASB”), Task Force on Climate-related Financial Disclosures (“TCFD”), and the United Nations Sustainable Development Goals (“SDGs”).

ESG Program, the digital hub on workiva.com, creates a connected and collaborative hub for ESG teams and stakeholders to operationalize their ESG initiatives. Customers can identify and organize the topics that are material to their organization, create automated processes to collect, review, and maintain metrics from systems of records and other data providers, and connect metrics to reports, presentations, and surveys, including submitting responses to CDP (formerly Carbon Disclosure Project).

Governance, Risk, and Compliance

Controls Management. Our customers use our platform to increase efficiency in documenting, implementing and assessing internal controls over financial reporting (“ICFR”) as required by SOX. SOX also requires public company Chief Executive Officers and Chief Financial Officers to individually certify that their annual and quarterly financial reports are accurate and complete and to assess the effectiveness of their ICFR. Increased scrutiny from the Public Company Accounting Oversight Board on audits of management’s assessment of internal controls – and the transition in the framework used for assessing internal controls – is driving public companies to find more efficient and accurate solutions for SOX compliance. Our customers can collect data from multiple departments, centralize that information in a linked platform, create and track process narratives and flows with co-workers, embed evidence and directly test controls.

Internal Audit Management. We sell to the broad-based audit market because users in that market often collaborate with colleagues working in SOX, risk and controls across an organization. Internal audit management extends throughout an organization, attracting Workiva customers from a wide range of departments. Internal audit management includes audit risk assessments, the audit planning process, workpaper management, testing, issues management and audit reports that encompass the audit committee report and the internal audit group. Workiva enables simultaneous collaboration with control and accountability and enables robust documentation, accurate audit conclusions and complete audit trails, which are essential to auditors, executives and boards. With permission controls, administrators can restrict access at all levels for each user to create, review and edit data and documents that relate directly to them. This control feature also enables users to grant access to their external auditors, which further streamlines the review process and reduces expenses.

Enterprise Risk Management (“ERM”). With our platform, our customers can integrate their risk management practices throughout the organization while maintaining information privacy, audit trails and security resulting in highly efficient and transparent compliance. We also sell a solution for ERM to help enterprises identify systemic risks, determine risk probabilities, assess risk magnitude, plan strategic responses, report to boards and other stakeholders and ultimately make real-time ERM decisions.

Policy and Procedure Management. Our customers can use our platform to establish a connected, enterprise-wide policy and procedure management process. Teams can access and manage all content for policies, standards, procedures and guidelines for the entire enterprise in our platform, and they can efficiently manage ongoing policy review cycles throughout the year. Customers can map policies directly to risks, controls, processes and regulations and create a consistent template-driven format or taxonomy for all policies. Customers can also distribute and track employee attestation of policies and procedures with automated certification reminders and progress dashboards.

Industry Verticals

Financial Services. We market our platform globally to banks, insurance and investment firms with fit-for-purpose solutions to simplify the complexity of regulatory, financial, risk and ESG reporting. Examples of banking regulations our customers face include global regulatory standards (Basel 1, 2 and 3); regional regulatory requirements (e.g., Federal Reserve for the U.S. and European Banking Authority and European Central Bank requirements across E.U. member States); and at the in-country level (e.g. Central Bank Stress Tests). These regulations cover a wide array of capital and liquidity standards that banks are required by law to disclose publicly, privately to regulators and internally to support board and executive level decision-making.

Our platform aids insurance customers to meet insurance regulatory requirements in the U.S. and globally. For example, in the U.S., insurers are regulated both in their state of domicile and in other states in which they are licensed to sell insurance, and Workiva supports insurance statutory reporting by state and other use cases such as actuarial memorandum. In Europe, we assist our clients with their in-country regulatory reporting requirements, such as with the European Insurance and Occupational Pensions Authority and the Basel norms for insurance companies. They use the platform to meet insurance reporting regulations for regulatory capital requirements and specific disclosure requirements publicly, privately to regulators and internally to support board and executive level decision-making.

We also market our platform to assist asset management firms and fund administrators with end to end internal and external fund reporting including financial, regulatory, and investor reporting.

Public Sector. State and local governments use our platform to streamline and modernize Comprehensive Annual Financial Reports and budgeting. We are also expanding adoption of our platform across U.S. government agencies. With our FedRAMP authorization, we can help federal agencies connect, control and report up to 80 percent of their information types.

Energy & Utility Sector. Workiva provides connected reporting solutions that improve data accuracy for energy and utilities companies across state commission filings, utility rate making documents, SEC filings, financial and performance reports, and SOX documentation. We market our platform to help companies comply with the Federal Energy Regulatory Commission ("FERC") XBRL mandate. More than 200 utility, natural gas, oil pipeline and centralized service companies are required to file quarterly and annual reports using XBRL.

Research and Development

Our research and development organization is responsible for the design, development, testing, and validation of our platform and fit-for-purpose solutions. We focus on innovating and developing new solutions and furthering the openness and extensibility of our platform. We believe that delivering new functionality for our customers is an integral part of our product strategy and provides our customers with access to a broad array of options and information critical to enhancing their reporting, disclosure and digital transformation efforts. We have invested more than \$920 million over the last decade to create a differentiated technology platform for our customers. We expect that we will continue to make strategic investments in research and development to broaden our platform capabilities, strengthen our existing solutions, enhance our user experience and ecosystem with integrations, and develop new solutions. We focus on customer engagement to envision the future of our platform to bring about new capabilities and versions of existing solutions to market quickly in order to remain competitive in the marketplace.

Customers

Thousands of organizations, including global enterprises with hundreds of thousands of employees, trust Workiva. Customers include over 90% of the top 100 public and private companies that report annual revenue figures to a government agency, as well as over 85% of the top 500 companies, and over 80% of the top 1,000 companies. As of December 31, 2023, we had more than 6,000 customers. Our customers are passionate, loyal supporters of our solutions, as demonstrated by our subscription and support revenue retention rate of 97.9% as of the December 2023 measurement date. Our subscription and support revenue retention rate including add-on solutions was 110.3% as of December 31, 2023.

Additionally, Workiva hosts Customer Advisory Boards (“CABs”) focused around three industry disciplines: Financial Reporting, ESG, and GRC that allow Workiva to listen and respond to evolving needs of our customers. Our CABs are forums for leaders to exchange expertise and drive positive business outcomes in their organizations. We recognize our members as experts in their fields with valuable perspectives on the direction of their industries—including how those industries can be improved by technology. The CABs meet virtually multiples times throughout the year and twice in-person with the objectives of:

- sharing insights into individual members’ reporting and compliance needs, as well as the needs of the organizations to which they belong;
- discussing best practices and sharing success stories;
- providing candid thoughts and feedback about the Workiva platform as it exists today, as well as its trajectory for the future; and
- generating interest of building trust in the global economy with transparent data and connected reporting.

Competition

The intensity and nature of our competition vary significantly across our different solutions, as changes in regulation and market trends result in evolving customer requirements and demand for enterprise software. Our primary competitors include:

- Status quo, manual business processes that rely on legacy software productivity tools;
- Diversified enterprise software providers;
- Niche software providers that provide point solutions;
- Providers of professional services, including consultants and financial printers;
- ESG Reporting and data management software providers;
- Governance, risk, and compliance software providers; and
- Business intelligence / performance management software providers.

As our markets expand, we expect to compete with more highly specialized software vendors, as well as larger vendors that may continue to acquire or bundle their products more effectively.

The principal competitive factors in our market include: product features, reliability, performance and effectiveness; product line breadth, diversity and applicability; product extensibility and ability to integrate with other technology infrastructures; price and total cost of ownership; adherence to industry standards and certifications; strength of sales and marketing efforts; and brand awareness and reputation. We believe that our cloud-based platform has the combination of features and value to our customers that will continue to allow us to compete effectively.

Sales and Marketing

Sales

We sell our subscription contracts and related services globally, primarily through our direct sales organization which employs a combination of field sales, inside sales and partnership channels.

Our sales organization comprises sales development representatives, pre-sales engineers and account managers. Our sales development representatives qualify sales-accepted opportunities for our account managers. Our pre-sales engineers focus on solutions and custom product demonstrations and consultative sales. Our account managers work to attract new customers as well as expand our platform into new use cases and departments across our current customers' organizations.

Our customer success and professional services teams also help our account managers build our existing customer relationships by providing advice and best practices that enable users to harness the full power of our platform.

We plan to continue strengthening our sales coverage in our current markets, as well as expand our sales footprint in locations where we see a demand for our solutions. To achieve this growth, we plan to continue hiring motivated sales people with experience in enterprise software sales and in specific geographical regions. We believe that our approach to hiring sales people, along with a progressive training, culture and compensation package will allow us to retain sales talent and continue to drive growth.

In 2023, we continued to expand our ecosystem of partners, including global consulting firms, systems integration and technology firms, and leading regional consulting firms. Our highly skilled advisory and implementation partners offer a wide range of subject-matter expertise that broadens our platform's capabilities and promotes Workiva as part of the digital transformation projects they implement for their customers. Our technology partners enable powerful data and process integrations that enable our customers to connect their existing ecosystem of solutions directly to our platform. Our partners help to extend our customer reach through marketing and promotion and help accelerate the sale and delivery of our platform.

Marketing

Our marketing organization promotes our brand, generates demand for our offerings, and researches and assesses product market needs. Our advance planning team assesses customer needs, conducts industry-based research and identifies new markets. Our product marketing team develops the go-to-market strategy for Workiva solutions and manages pricing and licensing strategies. The product marketing team also supports our sales team with playbooks that include profiles of typical buyers, key messages, value propositions, competitive analysis and sales strategies.

Our demand generation programs are categorized by technology solution and industry and are focused on engaging business leaders, process owners and technology teams. We use a variety of marketing programs across traditional and social channels to target current and prospective customers. Our marketing team hosts virtual and in-person events to educate prospects and customers and generate demand for our solutions.

Customer Success and Professional Services

Our customer success and professional services teams help our account managers build relationships with customers by providing advice that enables them to harness the full power of our platform.

Customer Success. Our customer success team partners with users of our platform to understand their business objectives and offers best practices in the use of our software. We deliver 24/7 live customer support via phone, digital messaging and web-based conferencing. We provide intensive training to our customer success team and segment them for each solution and market focus.

Professional Services. Our professional services include initial setup of documents; XBRL mapping, tagging and review; best practices implementation; and business process consulting. Our XBRL team of accounting and financial reporting professionals provide XBRL mapping, tagging and review services to our customers. We also employ a team of consultants who offer services to customers to improve and streamline their Workiva-related data processes.

We pay for employees to maintain professional certifications and licenses that are important to our customers, and we host regular company-wide employee education sessions on business, industry, technology and workplace topics.

Intellectual Property

Our intellectual property and proprietary rights are important to our business. To safeguard these rights, we rely on a combination of patent, trademark, copyright and trade secret laws and contractual protections in the U.S. and other jurisdictions.

As of December 31, 2023, we had 76 issued patents and 17 patent applications pending relating to our platform or related technology. We cannot assure you that any of our patent applications will result in the issuance of a patent or whether the examination process will require us to narrow or otherwise limit our claims. Any patents issued may be contested, designed around, found unenforceable, or invalidated, and we may not be able to prevent third parties from infringing them. We also license software from third parties for integration into our solutions, including open source software and other software available on commercially reasonable terms. We cannot assure you that such third parties will maintain such software or continue to make it available.

We control access to and use of our proprietary software and other confidential information through the use of internal and external controls, including contractual protections with employees, contractors, end-customers, and partners, and our software is protected by U.S. and international copyright laws. Despite our efforts to protect our trade secrets and proprietary rights through intellectual property rights, licenses, and confidentiality agreements, unauthorized parties may still copy or otherwise obtain and use our software and technology. In addition, we intend to expand our international operations, and effective patent, copyright, trademark, and trade-secret protection may not be available or may be limited in foreign countries.

If we continue to be successful, we believe that competitors will be more likely to try to develop solutions and services that are similar to ours and that may infringe our proprietary rights. It may also be more likely that competitors or other third parties will claim that our platform infringes upon their proprietary rights.

Our industry is characterized by the existence of a large number of patents and frequent claims and related litigation regarding patent and other intellectual property rights. In particular, leading companies in the enterprise software industry have extensive patent portfolios and are regularly involved in both offensive and defensive litigation. From time to time, third parties, including certain of these leading companies, may assert claims of infringement, misappropriation or other violations of intellectual property rights against us, and our standard license and other agreements obligate us to indemnify our customers against such claims. Successful claims of infringement by a third party could prevent us from distributing certain solutions or performing certain services, require us to expend time and money to develop non-infringing solutions, or force us to pay substantial damages (including enhanced damages if we are found to have willfully infringed patents or copyrights), royalties or other fees. In addition, to the extent that we gain greater visibility and market exposure as a public company, we face a higher risk of being the subject of intellectual property infringement claims from third parties. We cannot assure you that we do not currently infringe, or that we will not in the future infringe, upon any third-party patents, copyrights or other proprietary rights.

We have registered a number of trademarks and logos, including “Workiva,” “Wdesk” and “Wdata” with the United States Patent and Trademark Office and in several jurisdictions outside U.S. States. In addition, we intend to expand our international operations, and we cannot assure you that these names will be available for use in all such jurisdictions.

Litigation

From time to time, we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of any currently pending legal proceedings to which we are a party will not have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Government Regulations

We believe that our businesses and operations are in substantial compliance with all applicable government laws and regulations. Any additional measures to maintain compliance are not expected to materially affect our capital expenditures, competitive position, financial position or results of operations. Various legislative and administrative regulations applicable to us have become effective or are under consideration in many parts of the world. To date, such developments have not had a substantial adverse impact on our revenues, earnings or cash flows. However, if new or amended laws or regulations impose significant operational restrictions and compliance requirements upon us or our business, our capital expenditures, results of operations, financial condition and competitive position could be negatively impacted. Refer to Item 1A. Risk Factors for further information.

Corporate ESG Commitments

We are committed to transparency in ESG. We believe society expects more from the business community: authenticity, trust, truth, and transparency. These expectations lie at the heart of what Workiva does for customers and ourselves. To meet these expectations, Workiva uses global compliance and voluntary frameworks as a springboard to move us towards a holistic ESG strategy, including materiality assessment, stakeholder engagement, targets, and initiatives, that connects with financial and sustainability opportunity and risk to drive value.

We are committing to ESG through innovation and collaboration with a high level of governance, accountability and disclosure.

A few examples of our continued action and commitments:

- We have made significant progress towards our established ESG targets in innovation, people, environment and philanthropy.
- Workiva was the first SaaS company to join the United Nations' CFO Coalition for the SDGs, where we work alongside other global CFOs to guide companies in aligning their sustainability commitments with credible corporate finance strategies to create real world impact.
- Workiva's integrated platform, blending sustainability reporting with financial reporting and GRC, enables seamless team collaboration and automation, ensures data accessibility, aggregation and assurance, and offers highly flexible and integrated reporting capabilities to advance companies' ESG strategies and impacts. In addition to developing our platform for ESG reporting, we facilitate broader conversation and promote education and awareness through our ESG professional group, ESG education and training workshops at Amplify, webinars, blogs, an ESG Talk podcast, and our global ESG practitioner survey.

Workiva's ESG strategy is anchored by a robust governance structure of internal and external stakeholders, including:

- General oversight by and accountability to the Nominating and Governance Committee of the company's Board of Directors (the "Board"). Our Board committee charters include responsibilities relating to ESG oversight as applicable to each of our Audit, Compensation, and Nominating and Governance committees. Detailed descriptions of the duties and responsibilities of each of our committees can be found in our most recent proxy statement.
- An ESG Task Force led by our CFO to ensure forward progress of our ESG targets, and committed to alignment with the United Nations SDGs and the TCFD, GRI, SASB, and CDP. Our ESG Task Force is appointed by our President and CEO and is comprised of executives responsible for the oversight of various priority ESG issues.
- An external ESG Advisory Council comprised of a group of experts who are knowledgeable about global ESG regulation, strategy, practices, and reporting. Leveraging the expertise of our ESG Advisory Council helps us develop relevant products and take actions that are innovative, socially responsible and meet the demands of our stakeholders.

To learn more about Workiva's ESG efforts, track our progress in developing forward-looking targets and key initiatives, go to <https://www.workiva.com/about/our-sustainability>.

Human Capital

Workiva is a great place to work and has trusted and equipped our employees to work from wherever and whenever is best for them. We have been on the Fortune 100 Best Companies to Work For® list since 2019 and attribute our success to our values-based culture. Our employee engagement rate is 93% and we have an employee attrition rate of 11% which is lower than the industry average. Workiva offers market-competitive compensation and benefits to attract and retain the best employees.

By staying true to our company values, we have become a stronger and even more innovative team. As of December 31, 2023, Workiva employed 2,526 full-time people worldwide. Our headcount as of December 31, 2023 increased 3.2% from 2,447 full-time employees as of December 31, 2022.

Innovation thrives when people feel welcomed, valued, respected, and heard. Diversity, equity and inclusion are core values at Workiva, and an important component of our social commitment in our ESG strategy. We strive to create a workplace where everyone is comfortable bringing their best, authentic self to work every day. As we scale, we know that continuing to develop our workforce is essential to our growth.

Workiva fosters a work environment that encourages fairness, teamwork, and respect among all employees. We value all backgrounds, beliefs and interests, and we recognize this diversity as an important source of our innovation and success. We believe that our culture of diversity, equity and inclusion increases employee engagement, empowerment, and satisfaction. As of December 31, 2023, women represented 41% of our global workforce and 34% of our leadership (director and above). As of December 31, 2023, 20% of our U.S. employees and 16% of our U.S. leadership (director and above) were from underrepresented racial/ethnic groups. Increasing diversity in our workforce and key operational leadership roles is an organizational priority. Current key initiatives include Business Employee Resource Groups (“BERG”), learning and development and talent acquisition. The Company maintains its BERG chapters globally across seven communities: Asian, Black, Disabilities, Hispanic & Latino, LGBTQ+, Veterans, and Women. Each BERG is sponsored and supported by senior leaders across the enterprise.

The health and safety of our colleagues and anyone who enters our workplace around the world is of paramount importance to Workiva. Workiva offers mental health benefits and offers extra paid mental wellness days to all employees worldwide.

None of our U.S. employees are represented by a labor organization or are a party to any collective bargaining arrangement. We have never experienced a strike or similar work stoppage, and we consider our relations with our employees to be good. For the fiscal year ended December 31, 2023, employee compensation and benefits accounted for approximately 81% of our total operating expense.

Corporate Information

Workiva Inc. is a Delaware corporation with principal executive offices located at 2900 University Boulevard, Ames, Iowa 50010. Our telephone number is (888) 275-3125 and our website address is www.workiva.com.

Copies of annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Section 13(a) and 15(d) of the Exchange Act, are available, free of charge, on our website as soon as reasonably practicable after we file such material electronically with or furnish it to the SEC. The SEC also maintains a website that contains our SEC filings. The address of the site is www.sec.gov.

Item 1A. Risk Factors

Our operations and financial results are subject to various risks and uncertainties, including those described below. You should carefully consider the following risks and all of the other information contained in this report, including our consolidated financial statements and related notes, before investing in any of our securities. 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 adversely affect our business. If any of the following risks, or other risks and uncertainties that are not yet identified or that we currently think are immaterial, actually occur, our business, financial condition, results of operations and future prospects could be materially and adversely affected. In that event, the market price of our Class A common stock could decline. We may amend, supplement or add to the risk factors described below from time to time in future reports filed with the SEC.

Summary of Risk Factors

We are providing the following summary of the risk factors contained in this Form 10-K to enhance the readability and accessibility of our risk factor disclosures. We encourage our stockholders to carefully review the full risk factors contained in this Form 10-K in their entirety for additional information regarding the risks and uncertainties that could cause our actual results to vary materially from recent results or from our anticipated future results.

Risks Related to Our Business and Industry

- We derive more than 40% of our total revenue from customers using our platform for SEC filings.
- We cannot accurately predict subscription renewal or upgrade rates.
- Failure to manage our growth may adversely affect our business or operations.
- Our revenue growth rate in recent periods may not be indicative of our future performance.
- We have not been profitable historically and may not achieve or maintain profitability in the future.
- Our quarterly results may fluctuate significantly.
- Our solutions face intense competition in the marketplace.
- Our revenue growth will depend in part on the success of our efforts to augment our direct-sales channels by developing relationships with third parties.
- Adverse economic conditions or reduced technology spending may adversely impact our business.
- If we cannot maintain our corporate culture as we grow, we could lose the innovation, teamwork, passion and focus on execution that we believe contribute to our success.
- We depend on our senior management team and other key employees.
- Our workforce is our primary operating expense and subjects us to risks associated with increases in the cost of labor.
- Operations outside the United States expose us to risks inherent in international sales.
- A significant fluctuation between the U.S. Dollar and other currencies could adversely impact our operating results.
- Geopolitical conflicts, including the conflict between Russia and Ukraine and the conflict in the Middle East, may adversely affect our business and results of operations.
- Fixed-fee engagements with customers may not meet our expectations if we underestimate the cost of these engagements.

- If we fail to continue to develop our brand, our business may suffer.
- Legislative and regulatory changes could adversely affect our business.
- We may need to raise additional capital, which may not be available to us.
- We have acquired, and may continue to acquire, other companies 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.
- Because we recognize revenue over the term of each subscription, downturns or upturns in sales may not be immediately reflected in our operating results.
- We are subject to general litigation that may materially adversely affect us.
- A failure to maintain adequate internal controls over our financial and management systems could cause errors in our financial reporting.
- Our relatively limited operating history makes it difficult to predict our future operating results.

Risks Related to Technology and Intellectual Property

- We face continually evolving cybersecurity risks, which could result in the loss, theft, misuse, unauthorized disclosure, access, or destruction of confidential information or data, disruption of our solutions, damage to our brands, reputation and relationships with customers, legal exposure and financial losses.
- The success of our cloud-based software largely depends on our ability to provide reliable solutions to our customers.
- Any failure to offer high-quality technical support services may adversely affect our relationships with our customers.
- Failure to establish and maintain partnerships that can provide complementary technology offerings and software integrations could limit our ability to grow our business.
- If we do not keep pace with technological changes, our solutions may become less competitive.
- Issues relating to the development of AI, machine learning and other technological capabilities in our solutions and offerings may result in reputational harm, liability and adverse financial results.
- If we fail to manage our technical operations infrastructure, our existing customers may experience service outages, and our new customers may experience delays in the deployment of our solutions.
- The inability to maintain software licenses, or the existence of errors in the software we license could result in increased costs or reduced service levels.
- Any failure or interruptions in the internet infrastructure, bandwidth providers, data center providers, other third parties or our own systems could negatively impact our business.
- Changes in laws and regulations related to technology, the internet or changes in the internet infrastructure itself may diminish the demand for our solutions.
- We are subject to U.S. and foreign data privacy and protection laws and regulations as well as contractual privacy obligations.
- Any failure to protect our intellectual property rights or defend against accusations of infringement of third-party intellectual property rights could impair our ability to protect our proprietary technology and our brand.
- Some of our solutions 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.

Risks Related to Taxes

- The adoption of new tax legislation could adversely affect our business and financial condition.
- Determining our income tax rate is complex and subject to uncertainty.
- Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

Risks Related to Ownership of Our Securities

- Our stock price has been and will likely continue to be volatile or may decline regardless of our operating performance.
- If there are substantial sales of shares of our Class A common stock or some or all of our convertible senior notes are converted and sold, the price of our Class A common stock could decline.
- The dual class structure of our common stock concentrates voting control with certain of our executives.
- Anti-takeover provisions in our charter documents, our convertible senior notes and Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management and may negatively affect the market price of our Class A common stock.
- We do not intend to pay dividends for the foreseeable future.

Risks Related to our Indebtedness

- The conditional conversion feature of our convertible senior notes may adversely affect our financial condition and operating results.
- Servicing our debt requires a significant amount of cash.

Risks Related to Our Business and Industry

We derive more than 40% of our total revenue from customers using our platform for SEC filings.

We derive more than 40% of our total revenue from customers using our platform for SEC filings. We sell a variety of other solutions, including ESG, global statutory reporting, SOX, capital markets, enterprise risk management and audit management, but the introduction of new solutions beyond the SEC market may not be successful. Although non-SEC solutions generated 70% of new solution and new customer bookings in 2023, it is uncertain whether they will achieve the level of market acceptance we have achieved in the SEC market. Any factor adversely affecting sales of our platform or solutions, including release cycles, market acceptance, competition, performance and reliability, reputation and regulatory, economic and market conditions, could adversely affect our business and operating results.

We cannot accurately predict subscription renewal or upgrade rates.

Our business depends substantially on customers renewing their subscriptions with us and expanding their use of our services. Our customers have no obligation to renew their subscriptions for our services after the expiration of their current subscription period. While we have historically maintained a subscription and support revenue retention rate of greater than 94%, we may be unable to maintain this historical rate and we may be unable to accurately predict our subscription and support revenue retention rate. In addition, our customers may renew for shorter contract lengths, lower prices or a reduced scope of service. We cannot accurately predict new subscription or expansion rates and the impact these rates may have on our future revenue and operating results. Our renewal rates may decline or fluctuate as a result of a number of factors, including customer dissatisfaction with our service, customers' ability to continue their operations and spending levels and deteriorating general economic conditions. If our customers do not renew their subscriptions for our service, purchase fewer solutions at the time of renewal, or negotiate a lower price upon renewal, our revenue will decline and our business will suffer. Our future success also depends in part on our ability to sell additional solutions and services, more subscriptions or enhanced editions of our services to our current customers, which may also require increasingly sophisticated and costly sales efforts that are targeted at senior management. If our efforts to sell additional solutions and services to our customers are not successful, our growth and operations may be impeded.

Failure to manage our growth may adversely affect our business or operations.

Since our formation, we have experienced significant growth in our business, customer base, employee headcount and operations, and we expect to continue to expand our business over the next several years. This growth places a significant strain on our management team and employees as well as our operating and financial systems. To manage our future growth, we must continue to scale our business functions, improve our financial and management controls and our reporting systems and procedures and expand and train our work force. For example, we grew from 2,447 employees as of December 31, 2022 to more than 2,500 employees as of December 31, 2023. We anticipate that additional investments in sales personnel, infrastructure and research and development spending will be required to:

- scale our operations and increase productivity;
- address the needs of our customers;
- further develop and enhance our existing solutions and offerings;
- develop new technology; and
- expand our markets and opportunity under management, including into new solutions and geographic areas.

We cannot assure you that our controls, systems and procedures will be adequate to support our future operations or that we will be able to manage our growth effectively. We also cannot assure you that we will be able to continue to expand our market presence in the U.S., Europe, Asia Pacific region and other current markets or successfully establish our presence in other markets. Failure to effectively manage growth could result in difficulty or delays in deploying 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 results of operations.

Our revenue growth rate in recent periods may not be indicative of our future performance.

We experienced revenue growth rates of 17%, 21% and 26% in fiscal 2023, 2022 and 2021, respectively. Our historical revenue growth rates are not indicative of future growth, and we may not achieve similar revenue growth rates in future periods. You should not rely on our revenue or revenue growth for any prior quarterly or annual periods as any indication of our future revenue or revenue growth. If we are unable to maintain consistent revenue or revenue growth, our stock price could be volatile, and it may be difficult to achieve and maintain profitability.

We have not been profitable historically and may not achieve or maintain profitability in the future.

We have posted a net loss in each fiscal year since we began operations in 2008, including net losses of approximately \$127.5 million in fiscal 2023, \$90.9 million in fiscal 2022 and \$37.7 million in fiscal 2021. While we have experienced continued revenue growth in recent periods, we are not certain whether or when we will obtain a high enough volume of subscriptions to sustain or increase our growth or achieve or maintain profitability in the future. In addition, we plan to continue to invest in our infrastructure, new solutions, research and development and sales and marketing, and as a result, we cannot assure you that we will achieve or maintain profitability. Because we intend to continue spending in anticipation of the revenue we expect to receive from these efforts, our expenses will be greater than the expenses we would incur if we developed our business more slowly. In addition, we may find that these efforts are more expensive than we currently anticipate, which would further impact our profitability.

Our quarterly results may fluctuate significantly.

Our quarterly results of operations, including the levels of our revenue, gross margin, profitability, cash flow and deferred revenue, may vary significantly in the future due to a variety of factors, including the risks and uncertainties described herein, 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. Fluctuations in quarterly results may negatively affect the value of our Class A common stock.

In addition, we have historically experienced seasonal variations in our revenue from professional services as many of our customers employ our professional services just before they file their Form 10-K with the SEC in the first calendar quarter. A significant percentage of our SEC customers report their financials on a calendar year basis. While we expect our professional services revenue to become less seasonal as our non-SEC offerings grow, a significant portion of our revenue may continue to reflect seasonality, which makes it difficult to predict our future operating results.

Our solutions face intense competition in the marketplace.

The market for our solutions is increasingly competitive, rapidly evolving and fragmented, and is subject to changing technology and shifting customer needs. Although we believe that our platform and the solutions that it offers are unique, many vendors develop and market products and services that compete to varying extents with our offerings, and we expect competition in our market to continue to intensify. Moreover, industry consolidation may increase competition. In addition, many companies have chosen to invest in their own internal reporting solutions and therefore may be reluctant to switch to solutions such as ours.

We compete with many types of companies, including diversified enterprise software providers; providers of professional services, such as consultants and business and financial printers; governance, risk and compliance software providers; business intelligence/corporate performance management software providers; and business reporting software providers. Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. We could lose customers if our competitors introduce new competitive products, add new features, acquire competitive products, reduce prices, form strategic alliances with other companies or are acquired by third parties with greater available resources. We may also face increasing competition from open source software initiatives, in which competitors may provide software and intellectual property for free. In addition, if a prospective customer is currently using a competing solution, the customer may be unwilling to switch to our solutions without access to setup support services. If we are unable to provide those services on terms attractive to the customer, the prospective customer may be unwilling to utilize our solutions. If our competitors' products, services or technologies become more accepted than our solutions, 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 revenue could be adversely affected. 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 would adversely affect our business.

Our revenue growth will depend in part on the success of our efforts to augment our direct-sales channels by developing relationships with third parties.

We have established strategic relationships with global advisory firms, regional consulting and implementation firms and technology partners. We expect these parties to contribute to our growth through referrals, influencing purchases and enhancing our value proposition through advisory and implementation services. We plan to continue to expand our partner ecosystem and build relationships with third parties. Identifying partners, negotiating and supporting relationships with them, on-boarding those firms into our ecosystem and maintaining relationships requires a significant commitment of time and resources that may not yield a significant return on our investment. If we are unsuccessful in establishing or maintaining our relationships with partners, or if these partners are unsuccessful in marketing or selling our solutions, or are unable or unwilling to devote sufficient resources to these activities, our ability to compete in the marketplace or to grow our revenue could be impaired and our operating results may suffer. Furthermore, our partners rely on highly skilled and trained professionals to position the platform in the market and to provide implementation and consulting services to our customers. We have formal training and enablement programs for our partners; however, our enablement efforts may be ineffective. If we do not adequately develop and maintain a sufficient number of qualified and trained partner professionals with knowledge of our solutions and our platform, we may suffer from services not being delivered correctly, improper expectations being set with our customers and customers therefore choosing not to expand the use of our platform or deciding not to renew their subscriptions. Also, our partners may have relationships with our competitors and experience with other products or services that could be used as substitutes for our platform. These relationships and product experience may result in our partners recommending our competitors' products or services over our own products or services. In addition, new or emerging technologies and technological trends or changes in customer requirements may result in certain third parties de-emphasizing their dealings with us or becoming potential competitors in the future.

Adverse economic conditions or reduced technology spending may adversely impact our business.

Our business depends on the overall demand for technology and on the economic health of our current and prospective customers. Global financial developments and global health crises or pandemics may harm us, including disruptions or restrictions on our employees' ability to work and travel. In general, weakened global economic conditions, including those from inflation, interest rates, and armed conflicts (including between Russia and Ukraine, and in the Middle East) make it difficult for our customers, prospective customers and us to forecast and plan future business activities accurately. Weak global economic conditions or a reduction in technology spending could adversely impact our business, financial condition and results of operations in a number of ways, including longer sales cycles, lower prices for our solutions, reduced bookings and lower or no growth. Additionally, our capital markets business can serve as a point of entry for customers to our platform. The growth of our capital markets and SEC businesses are based in part on the strength of the IPO/special-purpose acquisition company ("SPAC") market, which can fluctuate. A significant decline in the IPO/SPAC market has adversely affected sales of our capital markets solution and could potentially affect other solutions.

If we cannot maintain our corporate culture as we grow, we could lose the innovation, teamwork, passion and focus on execution that we believe contribute to our success.

We believe our corporate culture is a critical component to our success. We have invested substantial time and resources in building our team. As we grow and develop the infrastructure of a global public company and continue to operate in a remote working environment, we may find it difficult to maintain our corporate culture among a larger number of employees who are dispersed in various geographic regions internationally, both in our offices and remotely. Any failure to preserve our culture could negatively affect our future success, including our ability to retain and recruit personnel and effectively focus on and pursue our corporate objectives.

We depend on our senior management team and other key employees.

We rely on the stability of our leadership team and other key employees. From time to time, there are changes in our management team resulting from the hiring or departure of executives or other key employees, which could disrupt our business. Our senior management and key employees are generally employed on an at-will basis, which means that they could terminate their employment with us at any time. Any significant leadership change or senior management transition involves inherent risk, and the loss of one or more of our executive officers or key employees could have a material adverse effect on our business.

Further, to execute our growth plan, we must attract and retain highly qualified personnel. Competition for these individuals is intense, especially for engineers with high levels of experience in designing and developing software and internet-related services, senior sales executives and professional services personnel with appropriate financial reporting experience. We have, from time to time, experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees have breached their legal obligations or that we have induced such breaches, resulting in a diversion of our time and resources. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business and future growth prospects could be adversely affected.

Our workforce is our primary operating expense and subjects us to risks associated with increases in the cost of labor.

Labor is our primary operating expense. We may face labor shortages or increased labor costs because of increased competition for employees, higher employee turnover rates, or increases in employee benefit costs. If labor-related expenses increase, our operating expense could increase, which would adversely affect our business, financial condition and results of operations.

We are subject to the Fair Labor Standards Act (“FLSA”) and various federal and state laws governing such matters as minimum wage requirements, overtime compensation and other working conditions, citizenship requirements, discrimination and family and medical leave. In recent years, a number of companies have been subject to lawsuits, including class action lawsuits, alleging violations of federal and state law regarding workplace and employment matters, overtime wage policies, discrimination and similar matters. A number of these lawsuits have resulted in the payment of substantial damages by the defendants. Similar lawsuits may be threatened or instituted against us from time to time, and we may incur substantial damages and expenses resulting from lawsuits of this type, which could have a material adverse effect on our business, financial condition or results of operations.

Operations outside the United States expose us to risks inherent in international sales.

A key element of our growth strategy is to expand our international operations and develop a worldwide customer base. A growing portion of our revenue is from customers headquartered outside the U.S.. Operating in international markets requires significant resources and management attention and subjects us to regulatory, economic and political risks that are different from those in the U.S.. Because of our limited experience with international operations, our international expansion efforts may not be successful in creating additional demand for our solutions outside of the U.S. or in effectively selling subscriptions to our solutions in all of the international markets we enter. In addition, we face risks in doing business internationally that could adversely affect our business, including:

- the need to localize and adapt our solutions for specific countries, including translation into foreign languages and associated expenses;
- increased management, travel, infrastructure, legal compliance and regulation costs associated with having multiple international operations;
- sales and customer service challenges associated with operating in different countries;
- data privacy laws that require customer data to be stored and processed in a designated territory;
- inadequate local infrastructure and difficulties in staffing and managing foreign operations, including compliance with local labor and employment laws and regulations;
- different pricing environments and longer sales and collection cycles;
- new and different sources of competition;
- difficulties in enforcing intellectual property and other rights outside of the U.S.;
- laws and business practices favoring local competitors;
- compliance challenges related to the complexity of multiple, conflicting and changing governmental laws and regulations;
- increased financial accounting and reporting burdens and complexities;

- restrictions on the transfer of funds;
- an uncertain trade environment;
- adverse tax consequences;
- unstable regional economic and political conditions, including political unrest and armed conflicts (such as the Russia and Ukraine conflict and the conflict in the Middle East);
- liquidity issues, including due to political actions by sovereign nations with a controlled currency environment, which could result in decreased values of cash balances or potential difficulties protecting our foreign assets or satisfying local obligations;
- difficulties in obtaining export licenses for certain technology, tariffs, quotas and other trade barriers;
- issues resulting from operations in locations with a higher incidence of corruption and fraudulent business practices;
- challenges in integrating acquisitions with foreign operations; and
- natural disasters, acts of war, terrorism, security breaches, pandemics or other health crises.

Some of our third-party business partners have international operations and are also subject to these risks and if our third-party business partners are unable to appropriately manage these risks, our business may be harmed.

A significant fluctuation between the U.S. Dollar and other currencies could adversely impact our operating results.

Although our financial results are reported in U.S. Dollars, a portion of our sales and operating costs are, and will continue to be, realized in other currencies, with the largest concentration of foreign sales occurring in Europe. We anticipate that over time, an increasing portion of our international contracts may be denominated in local currencies. Therefore, fluctuations in the value of the U.S. Dollar and foreign currencies may impact our operating results when translated into U.S. Dollars. Such fluctuations have been, and may continue to be materially impacted by, increases in inflation, fluctuations in interest rates, and any global events, wars or conflicts, including the current Russia and Ukraine conflict and the conflict in the Middle East. We do not currently engage in currency hedging activities to limit the risk of exchange rate fluctuations. Significant long-term fluctuations in relative currency values, and in particular, an increase in the value of the U.S. Dollar against foreign currencies, has had and could continue to have an adverse effect on our operating results.

Geopolitical conflicts, including the conflict between Russia and Ukraine and the conflict in the Middle East, may adversely affect our business and results of operations.

We have operations or activities in numerous countries and regions outside the U.S., including in Europe. As a result, our global operations are affected by economic, political and other conditions in the foreign countries in which we do business. Specifically, the current conflict between Russia and Ukraine is creating substantial uncertainty about the future impact on global capital markets. Countries across the globe are instituting sanctions and other penalties against Russia. The retaliatory measures that have been taken, and could be taken in the future, by the U.S., NATO, and other countries have created global security concerns that could result in broader European military and political conflicts and otherwise have a substantial impact on regional and global economies, any or all of which could adversely affect our business, particularly our European operations. Additionally, while we do not have material operations in

the Middle East, the current conflict in the Middle East and escalating tensions in the region may further disrupt global markets and impact the supply chains of our customers, leading to disruptions in our customers' ability to conduct business and affecting their ability to pay for our solutions.

Fixed-fee engagements with customers may not meet our expectations if we underestimate the cost of these engagements.

We provide certain professional services on a fixed-fee basis. When making proposals for fixed-fee engagements, we estimate the costs and timing for completing the engagements. We provide professional services on both SEC and non-SEC solutions, including our financial services, integrated risk, global statutory reporting and FERC reporting solutions. Professional services on non-SEC solutions usually involve a different mix of subscription, support and services than professional services on our SEC solution. Growth in professional services on non-SEC solutions may impact our gross margins in ways that we cannot predict. If we are required to spend more hours than planned to perform these services, our cost of services revenue could exceed the fees charged to our customers on certain engagements and could cause us to recognize a loss on a contract, which would adversely affect our operating results. In addition, if we are unable to provide these professional services, we may lose sales or incur customer dissatisfaction, and our business and operating results could be significantly harmed.

If we fail to continue to develop our brand, our business may suffer.

We believe that continuing to develop and maintain awareness of our brand is critical to achieving widespread acceptance of our solutions and is an important element in attracting and retaining customers. Efforts to build our brand may involve significant expense and may not generate customer awareness or increase revenue at all, or in an amount sufficient to offset expenses we incur in building our brand.

Promotion and enhancement of our name and the brand names of our solutions depends largely on our success in being able to provide high quality, reliable and cost-effective solutions. If customers do not perceive our solutions as meeting their needs, or if we fail to market our solutions effectively, we will likely be unsuccessful in creating the brand awareness that is critical for broad customer adoption of our solutions. That failure could result in a material adverse effect on our business, financial condition and operating results.

Legislative and regulatory changes could adversely affect our business.

The market for our solutions depends in part on the requirements of the SEC, the Federal Reserve System, the Federal Deposit Insurance Corporation and other domestic and foreign regulatory bodies. Any legislation or rule making substantially affecting the content or method of delivery of documents to be filed with these regulatory bodies could have an adverse effect on our business. Uncertainty caused by political change in the U.S. and Western Europe heightens regulatory uncertainty in these areas. In addition, evolving market standards regarding ESG compliance and reporting may impact the demand for our solutions. New legislation, or a significant change in rules, regulations, directives or standards, including as a result of legal challenges to proposed regulations, could reduce demand for our products and services, increase expenses as we modify our products and services to comply with new requirements and retain relevancy, impose limitations on our operations, and increase compliance or litigation expense, each of which could have a material adverse effect on our business, financial condition and results of operations.

We may need to raise additional capital, which may not be available to us.

Our future liquidity and capital requirements are difficult to predict as they depend upon many factors, including the success of our solutions and competing technological and market developments. In the future, we may require additional capital to respond to business opportunities, challenges, acquisitions or unforeseen circumstances, and we may not be able to timely secure additional debt or equity financing on favorable terms, or at all. Any debt financing obtained by us in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters. In addition, increases in interest rates have increased the cost of borrowing and volatility in the financial markets and could impact our access to, or further increase the cost of, any debt financing obtained by us in the future. If we raise additional funds through further issuances of equity, convertible debt securities or other securities convertible into equity, our existing stockholders could suffer significant dilution in their percentage ownership of our company, and any new equity securities we issue could have rights, preferences and privileges senior to those of holders of our Class A common stock.

We have acquired, and may continue to acquire, other companies 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 seek to acquire or invest in businesses, applications or technologies that we believe could complement or expand our solutions, enhance our technical capabilities or otherwise offer growth opportunities. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating and pursuing suitable acquisitions, whether or not they are consummated. In addition, we have limited experience in acquiring other businesses. For businesses we have acquired or may acquire, we may not be able to integrate the acquired customers, personnel, operations and technologies successfully or effectively manage the combined business following the acquisition.

Because we recognize revenue over the term of each subscription, downturns or upturns in sales may not be immediately reflected in our operating results.

We generally recognize subscription and support revenue from customers ratably over the terms of their subscription agreements, which are typically on an annual cycle and automatically renew for additional periods. As a result, a substantial portion of the revenue we report in each quarter will be derived from the recognition of deferred revenue relating to subscription agreements entered into during previous quarters. Consequently, a decline in new or renewed subscriptions in any one quarter may not be immediately reflected in our revenue results for that quarter. Accordingly, the effect of any significant downturns in sales, may not be fully reflected in our results of operations until future periods.

We are subject to general litigation that may materially adversely affect us.

From time to time, we may be involved in disputes or regulatory inquiries that arise in the ordinary course of business. We expect that the number and significance of these potential disputes may increase as our business expands domestically and internationally and our company grows larger. While our agreements with customers limit our liability for damages arising from our solutions, we cannot assure you that these contractual provisions will protect us from liability for damages in the event we are sued. Although we carry general liability insurance coverage, our insurance may not cover all potential claims to which we are exposed or may not be adequate to indemnify us for all liability that may be imposed. Any claims against us, whether meritorious or not, could be time consuming, result in costly litigation, require significant amounts of management time, and result in the diversion of significant operational resources. Because litigation is inherently unpredictable, we cannot assure you that the results of any of these actions will not have a material adverse effect on our business, financial condition, results of operations and prospects.

A failure to maintain adequate internal controls over our financial and management systems could cause errors in our financial reporting.

We must maintain effective financial and management systems and internal controls to meet our public company reporting obligations. Moreover, SOX requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. If we have a material weakness or deficiency in our internal control over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated. Effective internal controls are necessary for us to produce reliable financial reports and are important to prevent fraud. As a result, our failure to maintain effective financial and management systems and internal controls could result in errors in our financial reporting, us being subject to regulatory action and a loss of investor confidence in the reliability of our financial statements.

Our relatively limited operating history makes it difficult to predict our future operating results.

We were founded in 2008 and have a relatively limited operating history. We began offering our first solution in 2010 and launched our platform in 2013. As a result of our limited operating history, our ability to forecast our future operating results is limited and subject to a number of uncertainties, including our ability to plan for and model future growth. We have encountered and will encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries, such as 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.

Risks Related to Technology and Intellectual Property

We face continually evolving cybersecurity risks, which could result in the loss, theft, misuse, unauthorized disclosure, access, or destruction of confidential information or data, disruption of our solutions, damage to our brands, reputation and relationships with customers, legal exposure and financial losses.

Because data security is a critical competitive factor in our industry, we make numerous statements in our privacy policy and customer agreements, through our certifications to privacy standards and in our marketing materials, providing assurances about the security of our platform. If we fail to keep customers' proprietary information and documentation confidential, we may lose existing customers and potential new customers and may expose them to significant damages based on the premature release of confidential information. While we have security measures in place to protect customer information and prevent data loss and other security breaches, these measures have been in the past, and may in the future be, breached as a result of third-party action, employee error, malfeasance or otherwise, including cyber attacks, account takeover attacks, denial of service attacks and other cyber security threats. Because the techniques used to obtain unauthorized access or sabotage systems change frequently and generally are not identified until they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Further, cyber security threats have been increasing in frequency and sophistication globally, with threats ranging from individuals to sophisticated organizations, including state-sponsored actors and organizations. We may not be able to deploy, allocate, or retain sufficient resources to keep pace with the persistent and evolving cyber security threat landscape, which may result in significant data loss, significant costs and liabilities, and could reduce our revenue, harm our reputation and compromise the competitiveness of our business.

In addition, certain of our service providers (including, without limitation, hosting facilities, disaster recovery providers and software providers) have access to our customers' data and could suffer security breaches or data losses that affect our customers' information. If an actual or perceived security breach or premature release occurs, our reputation could be damaged and we may lose future sales and customers. We may also become subject to civil claims, including indemnity or damage claims in certain customer contracts, or criminal investigations by appropriate authorities, any of which could harm our business and operating results. Furthermore, while our errors and omissions insurance policies include liability coverage for these matters, if we experienced a widespread security breach that impacted a significant number of our customers for whom we have these indemnity obligations, we could be subject to indemnity claims that exceed such coverage or increased costs for such insurance.

The success of our cloud-based software largely depends on our ability to provide reliable solutions to our customers.

Because our solutions are complex and we continually release new features, our solutions could have errors, defects, viruses or security flaws that could result in unanticipated downtime for our subscribers and harm our reputation and our business. Since our customers use our solutions for important aspects of their business, any errors, defects, disruptions in access, security flaws, viruses, data corruption or other performance problems associated with our solutions could hurt our reputation and may damage our customers' businesses. If that occurs, customers could elect not to renew their subscriptions, could delay or withhold payment to us or may make warranty or other claims against us. In addition, if the public becomes aware of a security breach of our solutions, our future business prospects could be adversely impacted.

Any failure to offer high-quality technical support services may adversely affect our relationships with our customers.

Once our solutions are deployed, our customers depend on our customer success organization to resolve technical issues relating to our solutions. We may be unable to respond quickly enough to accommodate short-term increases in customer demand for support services without incurring additional expenses or at all. Increased customer demand for these services, without corresponding revenue, could increase costs and adversely affect our operating results. In addition, our sales process is highly dependent on our solutions and business reputation and on positive recommendations from our existing customers.

Failure to establish and maintain partnerships that can provide complementary technology offerings and software integrations could limit our ability to grow our business.

Our growth strategy includes expanding the use of our platform through complementary technology offerings and software integrations, such as third-party application programming interfaces, or APIs. While we have established relationships with certain providers of complementary technology offerings and software integrations, we cannot assure you that we will be successful in maintaining partnerships with these providers or in establishing additional partnerships of this type. Third-party providers of complementary applications and APIs may decline to enter into partnerships with us or may later terminate their relationships with us, change the features of their applications and platforms, restrict our access to their applications and platforms or alter the terms governing use of their applications and APIs and access to those applications and platforms in an adverse manner. Such changes could functionally limit or terminate our ability to use these third-party applications and platforms with the Workiva platform. Further, if we fail to integrate the Workiva platform with new third-party applications and platforms that our customers use, or to adapt to the data transfer requirements of such third-party applications and platforms, we may not be able to offer the functionality that our customers need. In addition, we may benefit from these partners' brand recognition, reputations, referrals and customer bases. Any losses or shifts in the referrals from or the market positions of these partners in general, in relation to one another or to new competitors or new technologies could lead to losses in our relationships or customers or our need to identify or transition to alternative channels for marketing our solutions.

If we do not keep pace with technological changes, our solutions may become less competitive.

Our market is characterized by rapid technological change (such as the use of artificial intelligence ("AI") and machine learning), frequent product and service innovation and evolving industry standards. If we are unable to provide enhancements and new features for our existing solutions or new solutions that achieve market acceptance or that keep pace with these technological developments, our business could be adversely affected. For example, we focus on enhancing the features of our platform to improve its utility for larger customers with complex, dynamic and global operations. The success of enhancements, new features and solutions depends on several factors, including the timely completion, introduction and market acceptance of the enhancements or new features or solutions. If we fail to introduce platform enhancements, or if our customers experience difficulties using our platform as a result of the transition or of the implementation of these enhancements, our revenue retention and revenue growth may be adversely affected. In addition, because our solutions are designed to operate on a variety of systems, we will need to continuously modify and enhance our solutions to keep pace with changes in internet-related hardware, software, communication, browser and database technologies. We may not be successful in either developing these modifications and enhancements or in bringing them to market in a timely fashion. Furthermore, as digital transformation accelerates across a customer's enterprise, capabilities such as AI, machine learning, hyper automation, low-code/no-code application development, database scalability, consumer-grade user experiences, and collaboration become increasingly relevant to the customer's evolving needs. The uncertainties about the timing and nature of new technologies, or modifications to existing platforms or technologies, could increase our research and development expenses. Any failure of our solutions to keep pace with technological changes or operate effectively with

future network platforms and technologies could reduce the demand for our solutions, result in customer dissatisfaction and adversely affect our business.

Issues relating to the development of AI, machine learning and other technological capabilities in our solutions and offerings may result in reputational harm, liability and adverse financial results.

Social and ethical risks, challenges and issues relating to the use of AI in our solutions and offerings may result in reputational harm, liability and additional costs. We currently incorporate AI technologies into certain of our solutions and offerings. If our AI development, deployment or governance is ineffective or inadequate, it may result in incidents that impair the public acceptance of AI solutions, result in our solutions not working as intended or producing unexpected outcomes or cause brand or reputational harm.

In addition, the regulatory environment regarding AI is evolving and may increase our research and development costs, increase our liability related to the use of AI by our customers or users (including potential liability regarding intellectual property or privacy laws), increase compliance costs and result in inconsistencies in evolving legal frameworks across jurisdictions. While we have taken a responsible approach to the development and use of AI in our solutions, we may be unsuccessful in identifying or resolving issues before they arise, subjecting us to additional compliance requirements, regulatory action, competitive harm or legal liability. Additionally, the use of AI in business operations carries inherent risks to data privacy and security, such as unintended or inadvertent transmission of proprietary or sensitive information.

If we fail to manage our technical operations infrastructure, our existing customers may experience service outages, and our new customers may experience delays in the deployment of our solutions.

We have experienced significant growth in the number of users, projects 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. We also seek to maintain excess capacity to facilitate the rapid provision of new customer deployments and the expansion of existing customer deployments. In addition, we need to properly manage our technological operations infrastructure in order to support changes in hardware and software parameters and the evolution of our solutions, all of which require significant lead time. Our platform interacts with and depends on technology provided by AWS and other third-party providers, and our data is hosted pursuant to service agreements with these providers. We do not control the operation of these providers or their facilities, and the facilities are vulnerable to damage, interruption or misconduct, which could result in interruptions in our services. We have experienced, and may in the future experience, website disruptions, outages and other performance problems. These problems may be caused by a variety of factors, including infrastructure changes, human or software errors, viruses, security attacks, 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. If we do not accurately predict our infrastructure requirements, our existing customers may experience service outages that may subject us to financial penalties, financial liabilities and customer losses. If our operations infrastructure fails to keep pace with increased sales, customers may experience delays as we seek to obtain additional capacity, which could adversely affect our reputation and our revenue.

The inability to maintain software licenses, or the existence of errors in the software we license could result in increased costs or reduced service levels.

Our solutions incorporate certain third-party software that may be licensed to or hosted by or on behalf of Workiva, or may be hosted by a licensor and accessed by Workiva on a Software-as-a-Service basis. We anticipate that we will continue to rely on third-party software and development tools from third parties in the future. There may not be commercially reasonable alternatives to the third-party software we currently use, or it may be difficult or costly to replace. In addition, integration of the software used in our solutions with new third-party software may require significant work and require substantial investment of our time and resources. Any undetected errors or defects in this third-party software could prevent the deployment or impair the functionality of our solutions, delay new solution introductions, result in a failure of our solutions and injure our reputation.

Interruptions in third-party services or software may damage our reputation, reduce our revenue, cause us to issue credits or pay penalties, cause customers to terminate their subscriptions and adversely affect our renewal rates and our ability to attract new customers. Our business would be harmed if our customers and potential customers believe our service is unreliable. Any inability to maintain or acquire third-party licensed software for use in our solutions could result in increased costs or reduced service levels, which would adversely affect our business.

Any failure or interruptions in the internet infrastructure, bandwidth providers, data center providers, other third parties or our own systems could negatively impact our business.

Our ability to deliver our solutions is dependent on the development and maintenance of the internet and other telecommunications services by third parties. Such services include maintenance of a reliable network backbone with the necessary speed, data capacity and security for providing reliable internet access and services and reliable telecommunications systems that connect our operations. While our solutions are designed to operate without interruption, we may experience interruptions and delays in services and availability from time to time.

Further, we rely on third-party systems and vendors, including data center, bandwidth, and telecommunications equipment providers, to provide our solutions. Our platform has been developed with, and is based on, cloud computing technology. It is hosted pursuant to service agreements on servers by third-party service providers, including with AWS. We do not control the operation of these providers or their facilities, and the facilities are vulnerable to damage, interruption or misconduct. We also do not maintain redundant systems for some of these services. Unanticipated problems at these facilities could result in lengthy interruptions in our services. If the services of one or more of these providers are terminated, disrupted, interrupted or suspended for any reason, we could experience disruption in our ability to offer our solutions, or we could be required to retain the services of replacement providers. We may move or transfer our data and our customers' data to other cloud hosting providers and any unsuccessful data transfers may impair the delivery of our service.

Changes in laws and regulations related to technology, the internet or changes in the internet infrastructure itself may diminish the demand for our solutions.

The future success of our business depends upon the continued use of the internet as a primary medium for commerce, communication and business solutions. Federal, state or foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. Changes in these laws or regulations could require us to modify our solutions in order to comply with these changes. In addition, government agencies or private organizations may begin to impose taxes, fees or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could result in reductions in the demand for internet-based solutions such as ours.

In addition, the use of the internet as a business tool could be adversely affected due to delays in the development or adoption of new standards and protocols to handle increased demands of internet activity, security, reliability, cost, ease of use, accessibility and quality of service. The performance of the internet and its acceptance as a business tool has been adversely affected by “viruses,” “worms” and similar malicious programs, and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If the use of the internet or technology generally is adversely affected by these issues, demand for our solutions could suffer.

We are subject to U.S. and foreign data privacy and protection laws and regulations as well as contractual privacy obligations.

We manage private and confidential information and documentation related to our customers' finances and transactions, often prior to public dissemination. The use of insider information is highly regulated in the U.S. and abroad, and violations of securities laws and regulations may result in civil and criminal penalties. In addition, we are subject to the data privacy and protection laws and regulations adopted by federal, state and foreign legislatures and governmental agencies. Privacy laws restrict our storage, use, processing, disclosure, transfer and protection of personal information that may be placed in our platform by our customers or collected from visitors while visiting our websites. The regulatory framework for privacy and data protection issues worldwide is evolving, and new or proposed legislation and regulations could also significantly affect our business. These laws and regulations, as well as any associated inquiries or investigations or any other government actions, may be costly to comply with and may delay or impede the development of new products, result in negative publicity, increase our operating costs, require significant management time and attention, and subject us to remedies that may harm our business, including fines or demands or orders that we modify or cease existing business practices.

In addition, as we expand our operations internationally, compliance with regulations that differ from jurisdiction to jurisdiction may also impose substantial burdens on our business. In particular, the European Union has implemented the General Data Protection Regulation ("GDPR"), which came into force in May 2018. The GDPR includes more robust obligations on data processors and heavier documentation requirements for data protection compliance programs by companies that process personal data of residents of the E.U., and imposes significant penalties for non-compliance. Further, because our customers often use a Workiva account across multiple jurisdictions, E.U. regulators could determine that we transfer data from the E.U. to the U.S., which could subject us to E.U. laws with respect to data privacy. Those laws and regulations are uncertain and subject to change. For example, in July 2020, the Court of Justice of the E.U. issued a decision that invalidated the E.U.-U.S. Privacy Shield framework, a mechanism that companies had previously relied on to transfer personal information from the E.U. to the U.S., on the basis that such transfer mechanism does not comply with the level of protection required under the GDPR. These changes to the legal bases for transferring data from E.U. to the U.S. could affect the manner in which we provide our services or adversely affect our financial results.

In addition to government activity, the technology industry and other industries are considering various new, additional or different self-regulatory standards that may place additional burdens on us. If the processing of personal and confidential information were to be curtailed in this manner, our software solutions may be less effective or diminish the user experience, which may reduce demand for our solutions and adversely affect our business.

We are also subject to the privacy and data protection-related obligations in our contracts with our customers and other third parties. We could be adversely affected by changes to these contracts in ways that are inconsistent with our practices or in conflict with the laws and regulations of the U.S., foreign or international regulatory authorities. We may also be contractually liable to indemnify and hold harmless our clients from the costs or consequences of inadvertent or unauthorized disclosure of data that we store or handle as part of providing our services. Finally, we are also subject to contractual obligations and other legal restrictions with respect to our collection and use of data, and we may be liable to third parties in the event we are deemed to have wrongfully used or gathered data.

As our customers and prospects prepare to comply with frequently changing privacy legislation, including GDPR, we are subject to our current and prospective customers' enhanced due diligence prior to contract execution. Furthermore, the uncertainty of how regulators will apply privacy laws in different jurisdictions has caused many companies to adopt very broad and restrictive vendor policies, contract templates and requirements. Due to the aforementioned changes to privacy law, our current and prospective customers have begun to require us to adopt standard contractual clauses, data processing agreements, or amendments to existing agreements regarding privacy and/or security compliance prior to conducting new (or any) business with us. In addition, due diligence by current or prospective customers may take the form of onsite audits and questionnaires. Negotiating these clauses and satisfying customers' concerns around privacy risk can slow down the overall sales cycle due to the coordination of so many subject matter experts. Slower sales cycles may limit our ability to grow and create focus on compliance points as opposed to new sales.

Any failure by us or a third-party contractor providing services to us to comply with applicable privacy and data protection laws, regulations, self-regulatory requirements or industry guidelines, our contractual privacy obligations or our own privacy policies, may result in fines, statutory or contractual damages, litigation or governmental enforcement actions. These proceedings or violations could force us to spend significant amounts in defense or settlement of these proceedings, result in the imposition of monetary liability, distract our management, increase our costs of doing business, and adversely affect our reputation and the demand for our solutions.

Furthermore, government agencies may seek to access sensitive information that our customers upload to our service providers or restrict customers' access to our service providers. Laws and regulations relating to government access and restrictions are evolving, and compliance with such laws and regulations could limit adoption of our services by customers and create burdens on our business. Moreover, investigations into our compliance with privacy-related obligations could increase our costs and divert management attention.

Any failure to protect our intellectual property rights or defend against accusations of infringement of third-party intellectual property rights could impair our ability to protect our proprietary technology and our brand.

Our success substantially depends upon our proprietary methodologies and other intellectual property rights. Unauthorized use of our intellectual property by third parties may damage our brand and our reputation. As of December 31, 2023, we had 76 issued patents and 17 patent applications pending, and we expect to seek additional patents in the future. In addition, we rely on a combination of copyright, trademark and trade secret laws, employee and third-party non-disclosure and non-competition agreements and other methods to protect our intellectual property. However, unauthorized parties may attempt to copy or obtain and use our technology to develop products with the same functionality as our solutions. We cannot assure you that the steps we take to protect our intellectual property will be adequate to deter misappropriation of our proprietary information or that we will be able to detect unauthorized use and take appropriate steps to protect our intellectual property. U.S. federal and state intellectual property laws offer limited protection, and the laws of some countries provide even less protection. Moreover, changes in intellectual property laws, such as changes in the law regarding the patentability of software, could also impact our ability to obtain protection for our solutions. In addition, patents may not be issued with respect to our pending or future patent applications. Those patents that are issued may not be upheld as valid, may be contested or circumvented, or may not prevent the development of competitive solutions.

Patent and other intellectual property disputes are common in our industry. We might be required to spend significant resources and divert the efforts of our technical and management personnel to monitor and protect our intellectual property. 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. Any failure to secure, protect and enforce our intellectual property rights could seriously adversely affect our brand and adversely impact our business.

In addition, our success depends upon our ability to refrain from infringing upon the intellectual property rights of others. Some companies, including some of our competitors, own large numbers of patents, copyrights and trademarks, which they may use to assert claims against us. As we grow and enter new markets, we will face a growing number of competitors. As the number of competitors in our industry grows and the functionality of products in different industry segments overlaps, we expect that software and other solutions in our industry may be subject to such claims by third parties. Third parties may in the future assert claims of infringement, misappropriation or other violations of intellectual property rights against us. We cannot assure you that infringement claims will not be asserted against us in the future, or that, if asserted, any infringement claim will be successfully defended. A successful claim against us could require that we pay substantial damages or ongoing royalty payments, prevent us from offering our services, 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. Even if we were to prevail in such a 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.

Some of our solutions 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 solutions 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 U.S. 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 solutions. 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 subject to 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 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, assurance of performance or title, or controls on the origin of, or updates to, such software. Many of the risks associated with usage of open source software cannot be eliminated and could negatively affect our business.

Risks Related to Taxes

The adoption of new tax legislation could adversely affect our business and financial condition.

Changes to U.S. tax laws could also impact how U.S. corporations are taxed. Although we cannot predict whether or in what form such changes will be issued or enacted, they could have a material impact on our effective tax rate, income tax expense, deferred tax assets, results of operations, cash flows, and profitability. Additionally, as our employees continue to work remotely from geographic locations across the U.S. and internationally, we may become subject to additional taxes and our compliance burdens with respect to the tax laws of additional jurisdictions may be increased.

Determining our income tax rate is complex and subject to uncertainty.

The computation of provision for income tax is complex, as it is based on the laws of numerous taxing jurisdictions and requires significant judgment on the application of complicated rules governing accounting for tax provisions under U.S. generally accepted accounting principles. In addition, the application of federal, state, local and international tax laws to services provided electronically is evolving, and new tax requirements could be applied solely or disproportionately to services provided over the internet. Provision for income tax for interim quarters is based on a forecast of our U.S. and non-U.S. effective tax rates for the year, which includes forward-looking financial projections, including the expectations of profit and loss by jurisdiction, and contains numerous assumptions. Various items cannot be accurately forecasted and future events may be treated as discrete to the period in which they occur. Our provision for income tax can be materially impacted, for example, by the geographical mix of our profits and losses, changes in our business, such as internal restructuring and acquisitions, changes in tax laws and accounting guidance and other regulatory, legislative or judicial developments changes in tax rates, tax audit determinations, changes in our uncertain tax positions, changes in our intent and capacity to permanently reinvest foreign earnings, changes to our transfer pricing practices, tax deductions attributed to equity compensation and changes in our need for a valuation allowance for deferred tax assets. The authorities in these jurisdictions in which we operate or otherwise conduct business, including state and local taxing authorities in the U.S., could successfully assert that we are obligated to pay additional taxes, interest and penalties. The authorities could also claim that various withholding requirements apply to us or our subsidiaries or assert that benefits of tax treaties, tax holidays or government grants that we intend to utilize are not available to us or our subsidiaries, any of which could have a material impact on us and the results of our operations.

The tax authorities in the U.S. and other countries where we do business regularly examine our income and other tax returns, and these examinations could result in the assessment of material additional taxes. Our tax expense also may be impacted if our intercompany transactions, which are required to be computed on an arm's-length basis, are challenged and successfully disputed by the tax authorities. For these reasons, our actual income taxes may be materially different from our provision for income tax.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

In general, under Section 382 of the Internal Revenue Code, as amended (the "Code"), a corporation that undergoes an ownership change within the meaning of Section 382 of the Code and the underlying regulations is subject to limitations on its ability to utilize its pre-change net operating losses ("NOLs"), to offset future taxable income. If our existing NOLs are subject to limitations arising from previous ownership changes, our ability to utilize NOLs could be limited by Section 382 of the Code. Future changes in our stock ownership, some of which are outside of our control, could result in an ownership change under Section 382 of the Code. Furthermore, our ability to utilize the NOLs of companies that we have acquired or may acquire in the future may be subject to limitations. There is also a risk that under prior regulations or due to other unforeseen reasons, our prior year NOLs could expire or otherwise be unavailable to offset future income tax liabilities. For these reasons, we may not be able to realize a tax benefit from the use of our NOLs, whether or not we attain profitability.

Risks Related to Ownership of Our Securities

Our stock price has been and will likely continue to be volatile or may decline regardless of our operating performance.

The trading price for shares of our Class A common stock has been, and is likely to continue to be, volatile for the foreseeable future. The market price of our Class A common stock may fluctuate in response to many risk factors listed in this section, and others beyond our control.

Furthermore, the stock markets recently have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies, and technology companies in particular. These fluctuations often have been unrelated or disproportionate to the operating performance of those companies. These broad market and industry fluctuations, as well as general economic, political and market conditions such as recessions, interest rate changes or international currency fluctuations, may negatively impact the market price of our Class A common stock. In the past, 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.

If there are substantial sales of shares of our Class A common stock or some or all of our convertible senior notes are converted and sold, the price of our Class A common stock could decline.

The price of our Class A common stock could decline if our convertible senior notes are converted. In addition, upon conversion of the convertible senior notes, we have the option to pay or deliver, as the case may be, cash, shares of our Class A common stock, or a combination of cash and shares of our Class A common stock, and anticipated conversion of the convertible senior notes into shares of our Class A common stock could depress the price of our Class A common stock. Further, the existence of the convertible senior notes may encourage short selling by market participants that engage in hedging or arbitrage activity.

The market price of the shares of our Class A common stock could decline as a result of the sale of a substantial number of our shares of common stock in the public market, including by us, our directors, executive officers and significant shareholders, or by the conversion of our convertible senior notes into shares of our Class A common stock and the subsequent sale of such shares in the public market. New investors in subsequent transactions could gain rights, preferences and privileges senior to those of holders of our Class A common stock.

The dual class structure of our common stock concentrates voting control with certain of our executives.

Our Class B common stock has ten votes per share, and our Class A common stock has one vote per share. As of December 31, 2023, the Class B common stock beneficially owned by certain of our current and former executive officers collectively represented approximately 43% of the voting power of our outstanding capital stock. This significant concentration of voting power may limit the ability of Class A common stockholders to influence corporate matters for the foreseeable future and may have the effect of delaying, deferring or preventing a change in control, impeding a merger, consolidation, takeover or other business combination involving us, or discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of our business, even if such a transaction would benefit other stockholders. The holders of Class B common stock may also have interests that differ from those of Class A common stock holders and may vote in a way that may be adverse to the interests of holders of Class A common stock.

Anti-takeover provisions in our charter documents, our convertible senior notes and Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management and may negatively affect the market price of our Class A common stock.

Provisions in our certificate of incorporation and bylaws may have the effect of delaying or preventing a change of control or changes in our management. Our certificate of incorporation and bylaws include provisions that:

- establish that our board of directors is divided into three classes, with each class serving three-year staggered terms;
- provide that our directors may be removed only for cause;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairman of our board of directors or our chief executive officer or president (in the absence of a chief executive officer);
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors;
- authorize our board of directors to issue, without further action by the stockholders, up to 100,000,000 shares of undesignated preferred stock;
- require the approval of our board of directors or the holders of a supermajority of our outstanding shares of capital stock to amend our bylaws and certain provisions of our certificate of incorporation; and
- reflect two classes of common stock, as discussed above.

In addition, certain provisions in the indenture governing our convertible senior notes may make it more difficult or expensive for a third party to acquire us. In addition, we are a Delaware corporation and governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any “interested” stockholder, in particular those owning 15% or more of our outstanding voting stock, for a period of three years following the date on which the stockholder became an “interested” stockholder.

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

We may not declare or pay cash dividends on our capital stock in the near future. 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 Class A common stock after price appreciation as the only way to realize any future gains on their investment.

Risks Related to Our Indebtedness

The conditional conversion feature of our convertible senior notes may adversely affect our financial condition and operating results.

We completed offerings of convertible senior notes in August 2019 and August 2023. In the event the conditional conversion features of our convertible senior notes are triggered, holders of such notes will be entitled to convert the convertible senior notes at any time during specified periods at their option. If one or more holders elect to convert their convertible senior notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our Class A common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their convertible senior notes, we would be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the convertible senior notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

Servicing our debt requires a significant amount of cash.

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our current and future indebtedness, including our convertible senior notes, depends on our future performance. In addition, holders of the convertible senior notes will have the right to require us to repurchase their convertible senior notes for cash upon the occurrence of certain fundamental changes. Upon conversion of the convertible senior notes, unless we elect to deliver solely shares of our Class A common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the notes being converted. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk management and strategy

We are subject to various cybersecurity risks that could adversely affect our business, financial condition, results of operation and reputation. We recognize the importance of developing, implementing, and maintaining comprehensive cybersecurity measures as part of our larger risk management program to safeguard our information systems and protect the confidentiality, integrity, and availability of our data. Our risk management team works closely with our Information Technology and Information Security (“InfoSec”) departments to evaluate and address cybersecurity risks in alignment with our business objectives and operational needs. Our information security program incorporates data encryption and access control, single sign-on and multi-factor authentication, vulnerability management, and malware protection for both laptops and servers. We align with industry standards and frameworks, and we maintain FedRAMP Moderate authorization, an ISO 27001 certificate, and SOC 1 and 2 Type 2 reports to comply and adhere to industry standard practices. There can be no guarantee that, in every instance, our policies and procedures will be properly followed or that those policies and procedures will prevent malicious or unauthorized access to our information systems.

Engaging Third-parties on Risk Management

Recognizing the complexity and evolving nature of cybersecurity threats, we regularly engage with a range of external experts, including cybersecurity assessors, consultants, and auditors in evaluating and testing our risk management systems. These partnerships enable us to leverage specialized knowledge and insights in order to adhere to industry standard practices. Our collaboration with these third-parties includes regular audits, threat assessments, and consultation on security enhancements.

Overseeing Third-party Risk

We require that all third-party vendors that have access to or handle sensitive information undergo a risk-based vendor security assessment. Our Governance, Risk and Compliance team conducts security assessments of critical third-party providers before engagement and maintains ongoing annual monitoring to mitigate risks relating to data breaches or other security incidents originating from third-parties.

Risks from Cybersecurity Threats

We have not encountered any incidents from cybersecurity threats to date, including as a result of any previous cybersecurity incidents, that have materially affected, or are reasonably likely to materially affect, our business strategy, results of operations, or financial condition. Although we have not yet been materially impacted by any cybersecurity incident, we are subject to cybersecurity threats, as discussed in Item 1A. Risk Factors, including in the risk factor entitled “We face continually evolving cybersecurity risks, which could result in the loss, theft, misuse, unauthorized disclosure, access, or destruction of confidential information or data, disruption of our solutions, damage to our brands, reputation and relationships with customers, legal exposure and financial losses.”

Governance

The Board of Directors (the “Board”) has established oversight mechanisms designed to manage risks associated with cybersecurity threats.

Board of Directors Oversight

The Board is composed of members who have diverse expertise including, risk and financial management, technology, cybersecurity and finance, equipping the Board to oversee cybersecurity risks effectively.

Management's Role Managing Risk

The Chief Information Security Officer ("CISO") plays a pivotal role in informing the Board and the Audit Committee on cybersecurity risks and provides comprehensive briefings on a regular basis, with a minimum frequency of three times per year to the Audit Committee and once per year to the full Board. During committee reports, the Audit Committee would apprise the full Board of any significant cybersecurity updates. These briefings encompass a broad range of topics, including:

- Current cybersecurity landscape and emerging threats;
- Status of ongoing cybersecurity initiatives and strategies;
- Incident reports and knowledge gleaned from any cybersecurity events; and
- Compliance with regulatory requirements and industry standards.

In addition to our scheduled meetings, the CISO and Chief Executive Officer ("CEO") inform and consult as appropriate with the Board regarding any significant developments in the cybersecurity domain.

The CISO is continually informed about the latest developments in cybersecurity, including potential threats and innovative risk management techniques. The CISO implements and oversees processes for the regular monitoring of our information systems. This includes the deployment of security measures and regular system audits to identify potential vulnerabilities. In the event of a cybersecurity incident, the CISO is equipped with an incident response plan. This plan includes actions to mitigate the impact of any current cybersecurity incidents and long-term strategies for remediation and prevention of future incidents.

Monitoring Cybersecurity Incidents and Reporting to Board of Directors

The CISO regularly informs the CEO, Chief Legal Officer, Chief Information Officer and in-house data privacy counsel regarding cybersecurity risks and incidents to keep senior management abreast of our cybersecurity posture and potential risks facing Workiva. Furthermore, significant cybersecurity matters, and strategic risk management decisions are escalated to the Board, to enable it to provide oversight and guidance on any critical cybersecurity issues.

Item 2. Properties

Our corporate headquarters is located in Ames, Iowa, where we lease approximately 120,000 square feet of office space. We also lease office facilities in six U.S. cities located in Arizona, Colorado, Montana, New York, and South Carolina. Internationally, we lease offices or contract with flexible workspace providers in Canada, the Netherlands, the United Kingdom, Germany, France, Denmark, Sweden, Hong Kong, Australia, Japan, and Singapore. We believe that our properties are generally suitable to meet our needs for the foreseeable future. In addition, to the extent we require additional space in the future, we believe that it would be readily available on commercially reasonable terms.

Item 3. Legal Proceedings

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are not presently a party to any legal proceedings that in the opinion of our management, if determined adversely to us, would have a material adverse effect on our business, financial condition, operating results or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 4. Mine Safety Disclosure

Not applicable.

Part II.

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our Class A common stock is listed on the NYSE under the symbol "WK". Our Class B common stock is not listed or traded on any stock exchange.

Stockholders

As of December 31, 2023, there were approximately 63 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 10 stockholders of record of our Class B common stock.

Dividends

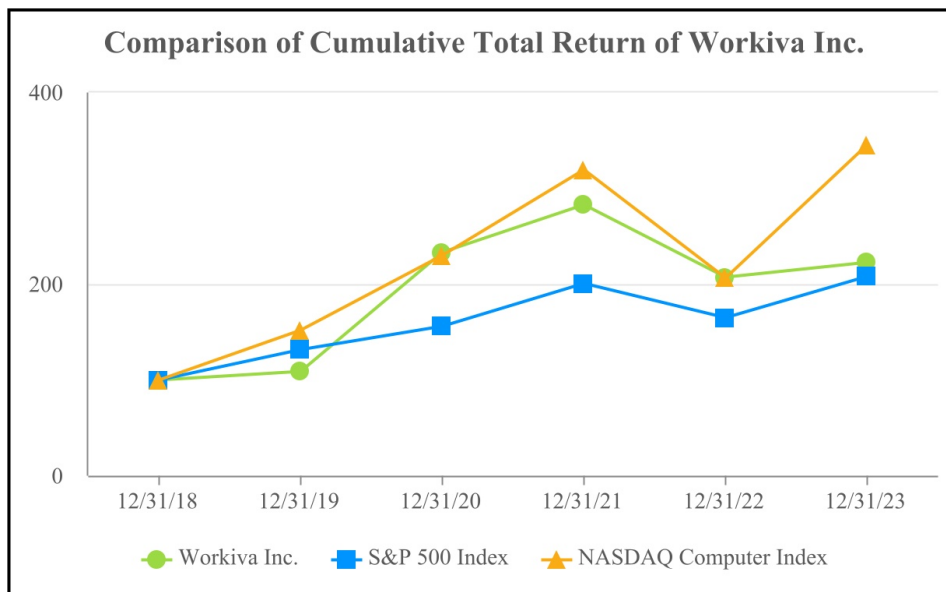
We have never declared or paid cash dividends on our capital stock. We currently intend to retain any future earnings and do not expect to pay any dividends on our capital stock. Any future determination to pay dividends on our capital stock will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements and other factors that our board of directors considers relevant.

Stock Performance Graph

The following shall not be deemed incorporated by reference into any of our other filings under the Exchange Act or the Securities Act.

The graph below compares the cumulative total stockholder return on our Class A common stock with the cumulative total return on the Standard & Poor's 500 Index and the Nasdaq Computer Index. The chart assumes \$100 was invested at the close of market on December 31, 2018, in the Class A common stock of Workiva Inc., the S&P 500 Index and the Nasdaq Computer Index, and assumes the reinvestment of any dividends.

The comparisons in the graph below are based upon historical data and are not indicative of, nor intended to forecast, future performance of our Class A common stock.



Company/Index	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023
Workiva Inc.	\$ 100.00	\$ 108.57	\$ 232.63	\$ 282.29	\$ 206.52	\$ 222.51
S&P 500 Index	100.00	131.54	155.85	200.68	164.39	207.63
NASDAQ Computer Index	100.00	151.95	229.98	318.81	206.17	345.27

Issuer Purchases of Equity Securities

None.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of our operations should be read in conjunction with the consolidated financial statements and related notes included elsewhere in this Annual Report. In addition to historical consolidated financial information, this discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed below. Factors that could cause or contribute to these differences include, but are not limited to, those identified below, and those discussed in "Section 1A. Risk Factors" included elsewhere in this Annual Report.

Overview

Workiva's mission is to power transparent reporting for a better world. We believe that all stakeholders including consumers, employees, shareholders, and regulators expect more from business – more action, transparency, and disclosure of financial and non-financial information. We build solutions to meet that demand and streamline processes, connect data and teams, and ensure consistency – all within the Workiva platform, the world's leading cloud platform for assured integrated reporting. Additionally, we offer the only unified software-as-a-service ("SaaS") platform that brings customers' financial reporting, Environmental, Social, and Governance ("ESG"), and Governance, Risk, and Compliance ("GRC") together in a controlled, secure, audit-ready platform.

From data to disclosure, the Workiva platform empowers customers by connecting and transforming data from hundreds of enterprise resource planning ("ERP"), human capital management ("HCM"), and customer relationship management ("CRM") systems, as well as other third-party cloud and on-premise applications. Customers use our platform to create, review and publish data-linked documents, presentations, and reports with greater control, consistency, accuracy, and productivity. Our platform is flexible and scalable, so customers can easily adapt it to define, automate, and change their business processes in real time.

Workiva provides more than 6,000 organizations across the globe with SaaS platform solutions to help solve some of the most complex reporting and disclosure challenges. While our customers use our platform for more than 100 different use cases, across dozens of vertical industries, we organize our sales and marketing resources into three purpose-built solution groups (Financial Reporting, ESG, and GRC) focusing primarily on the office of the Chief Financial Officer ("CFO"), Chief Sustainability Officer ("CSO"), and Chief Audit Executive ("CAE").

We operate our business on a SaaS model. Customers enter into annual and multi-year subscription contracts to gain access to our platform. Our subscription fee includes the use of our software and technical support. Our subscription pricing is based primarily on a solution-based licensing model. Under this model, operating metrics related to a customer's expected use of each solution determine the price. We charge customers additional fees primarily for document setup and XBRL tagging services.

We generate sales primarily through our direct sales force. In addition, we augment our direct sales channel with partnerships. Our advisory and service partners offer a wider range of domain and functional expertise that broadens the capabilities of our platform, bringing scale and support to customers and prospects. Our technology partners enable more data and process integrations to help customers connect critical transactional systems directly to our platform.

We continue to invest in the development of our solutions, infrastructure and sales and marketing to drive long-term growth. Our full-time employee headcount expanded to 2,526 at December 31, 2023 from 2,447 at December 31, 2022, an increase of 3.2%.

We have achieved significant revenue growth in recent periods. Our revenue grew to \$630.0 million in 2023 from \$537.9 million in 2022, an increase of 17.1%. We incurred net losses of \$127.5 million and \$90.9 million in 2023 and 2022, respectively.

We continue to invest for future growth and are focused on several key drivers, including focusing on multi-solution adoption by new and existing customers, further developing our partner program, accelerating international expansion and our fit-for-purpose solutions. These growth drivers often require a more sophisticated go-to-market approach and, as a result, we may incur additional costs upfront to obtain new customers and expand our relationships with existing customers, including additional sales and marketing expenses.

Effects of Volatility in the IPO/SPAC Markets

In the U.S., volatility in the public markets led to a decrease in the number of initial public offerings (“IPOs”) and special-purpose acquisition companies (“SPACs”) since fiscal 2022. New sales of our SEC and capital markets solutions were adversely affected by this decline in the IPO and SPAC markets. We expect reduced valuation multiples caused by higher interest rates, inflation, and geopolitical instability to continue to negatively impact the number of IPOs and SPACs in fiscal year 2024. Whether and to what extent the IPO and SPAC markets will moderate cannot be accurately predicted.

Key Factors Affecting Our Performance

Generate Growth From Existing Customers. The Workiva platform can exhibit a powerful network effect within an enterprise, meaning that the usefulness of our platform attracts additional users. Since solution-based licensing offers our customers an unlimited number of seats for each solution purchased, we expect customers to add more seats over time. As more employees in an enterprise use our platform, additional opportunities for collaboration and automation drive demand among their colleagues for additional solutions.

Pursue New Customers. We sell to organizations that manage large, complex processes with distributed teams of contributors and disparate sets of business data. We market our platform to professionals and executives in the areas of financial and non-financial reporting, including regulatory, multi-entity and performance reporting. In addition, we market to teams responsible for environmental, social and governance reporting, and governance, risk and compliance programs. We intend to continue to build our sales and marketing organization and leverage our brand equity to attract new customers.

Offer More Solutions. We intend to introduce new solutions to continue to meet growing demand for our platform. Our close and trusted relationships with our customers are a source for new use cases, features and solutions. We have a disciplined process for tracking, developing and releasing new solutions that are designed to have immediate, broad applicability; a strong value proposition; and a high return on investment for both Workiva and our customers. Our advance planning team assesses customer needs, conducts industry-based research and defines new markets. This vetting process involves our sales, product marketing, customer success, professional services, research and development, finance and senior management teams.

Expand Across Enterprises. Our success in delivering multiple solutions has created demand from customers for a broader-based, enterprise-wide Workiva platform. In response, we have been improving our technology and realigning sales and marketing to capitalize on our growing enterprise-wide opportunities. We believe this expansion will add seats and revenue and continue to support our high revenue retention rates. However, we expect that enterprise-wide deals will be larger and more complex, which tend to lengthen the sales cycle.

Add Partners. We continue to expand and deepen our relationships with global and regional partners, including consulting firms, system integrators, large and mid-sized independent software vendors, and implementation partners. Our advisory and service partners offer a wider range of domain and functional expertise that broadens our platform's capabilities and promotes Workiva as part of the digital transformation projects they drive for their customers. Our technology partners enable powerful data and process integrations to help customers connect critical transactional systems directly to our platform, with powerful linking, auditability and control features. We believe that our partner ecosystem extends our global reach, accelerates the usage and adoption of our platform, and enables more efficient delivery of professional services.

Investment in growth. We plan to continue to invest in the development of our platform, fit-for-purpose solutions and application marketplace to enhance our current offerings and build new features. In addition, we expect to continue to invest in our sales, marketing, professional services and customer success organizations to drive additional revenue and support the needs of our growing customer base and to take advantage of opportunities that we have identified in EMEA and APAC.

Seasonality. Our revenue from professional services has some degree of seasonality. Many of our customers employ our professional services just before they file their Form 10-K, often in the first calendar quarter. As of December 31, 2023, the majority of our SEC customers reported their financials on a calendar-year basis. Our sales and marketing expense also has some degree of seasonality. With the exception of September 2021 when we transitioned to a virtual event, sales and marketing expense has historically been higher in the third quarter due to our annual user conference in September, which was held as a hybrid in-person/virtual event in 2022. In addition, the timing of the payments of cash bonuses to employees during the first and fourth calendar quarters may result in some seasonality in operating cash flow.

Key Performance Indicators

	Year ended December 31,		
	2023	2022	2021
	(dollars in thousands)		
Financial metrics			
Total revenue	\$ 630,039	\$ 537,875	\$ 443,285
Year-over-year percentage increase in total revenue	17.1%	21.3%	26.1%
Subscription and support revenue	\$ 558,645	\$ 464,935	\$ 379,340
Year-over-year percentage increase in subscription and support revenue	20.2%	22.6%	28.2%
Subscription and support as a percent of total revenue	88.7%	86.4%	85.6%
	As of December 31,		
	2023	2022	2021
Operating metrics			
Number of customers	6,034	5,664	4,315
Subscription and support revenue retention rate	97.9%	97.8%	97.0%
Subscription and support revenue retention rate including add-ons	110.3%	108.5%	110.0%
Number of customers with annual contract value \$100k+	1,631	1,345	1,121
Number of customers with annual contract value \$150k+	915	718	578
Number of customers with annual contract value \$300k+	311	236	183

Total customers. We believe total number of customers is a key indicator of our financial success and future revenue potential. We define a customer as an entity with an active subscription contract as of the measurement date. Our customer is typically a parent company or, in a few cases, a significant subsidiary that works with us directly. Companies with publicly-listed securities account for a substantial majority of our customers.

Subscription and support revenue retention rate. We calculate our subscription and support revenue retention rate based on all customers that were active at the end of the same calendar quarter of the prior year ("base customers"). We begin by annualizing the subscription and support revenue recorded in the same calendar quarter of the prior year for those base customers who are still active at the end of the current quarter. We divide the result by the annualized subscription and support revenue in the same quarter of the prior year for all base customers.

Our subscription and support revenue retention rate was 97.9% as of December 31, 2023, up from 97.8% as of December 31, 2022. We believe that our success in maintaining a high rate of revenue retention is attributable primarily to our robust technology platform and strong customer service. Customers whose securities were deregistered due to merger or acquisition or financial distress accounted for just over half of our revenue attrition in the latest quarter.

Subscription and support revenue retention rate including add-ons. Add-on revenue includes the change in both solutions and pricing for existing customers. We calculate our subscription and support revenue retention rate including add-ons by annualizing the subscription and support revenue recorded in the current quarter for our base customers that were active at the end of the current quarter. We divide the result by the annualized subscription and support revenue in the same quarter of the prior year for all base customers.

Our subscription and support revenue retention rate including add-ons was 110.3% as of the year ended December 31, 2023, up from 108.5% as of December 31, 2022.

Annual contract value. Our annual contract value (“ACV”) for each customer is calculated by annualizing the subscription and support revenue recognized during each quarter. We believe the increase in the number of larger contracts shows our progress in expanding our customers’ adoption of our platform. Our ACV metrics as of December 31, 2023 include information related to ParsePort.

	Year ended December 31,		
	2023	2022	2021
Subscription and support revenue from customers with annual contract value of \$100k+ as a percent of total subscription and support revenue	66.3%	62.1%	60.5%
Subscription and support revenue from customers with annual contract value of \$150k+ as a percent of total subscription and support revenue	51.7%	47.4%	45.2%
Subscription and support revenue from customers with annual contract value of \$300k+ as a percent of total subscription and support revenue	31.7%	27.6%	26.1%

Components of Results of Operations

Revenue

We generate revenue through the sale of subscriptions to our cloud-based software and the delivery of professional services. We serve a wide range of customers in many industries, and our revenue is not concentrated with any single customer or small group of customers. For each of the years ended December 31, 2023, 2022 and 2021, no single customer represented more than 1% of our revenue, and our largest 10 customers accounted for less than 10% of our revenue in the aggregate.

We generate sales directly through our sales force and partners. We also identify some sales opportunities with existing customers through our customer success and professional services teams.

Our customer contracts typically range in length from twelve to 36 months. We typically invoice our customers for subscription fees annually in advance. For contracts with a two or three year term, customers sometimes elect to pay the entire multi-year subscription term in advance. Our arrangements do not contain general rights of return.

Subscription and Support Revenue. We recognize subscription and support revenue on a ratable basis over the contract term beginning on the date that our service is made available to the customer. Amounts that are invoiced are initially recorded as deferred revenue.

Professional Services Revenue. We believe our professional services facilitate the sale of our subscription service to certain customers. To date, most of our professional services have consisted of document set up, XBRL tagging, and consulting to help our customers with business processes and best practices for using our platform. Our professional services are not required for customers to utilize our solution. We recognize revenue for document set ups when the service is complete and control has transferred to the customer. Revenues from XBRL tagging and consulting services are recognized as the services are performed.

Cost of Revenue

Cost of revenue consists primarily of personnel and related costs directly associated with our professional services, customer success teams and training personnel, including salaries, benefits, bonuses, and stock-based compensation; the costs of contracted third-party vendors; the costs of server usage by our customers; information technology costs; and facility costs. Costs of server usage are comprised primarily of fees paid to Amazon Web Services.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of personnel and related costs, including salaries, benefits, bonuses, commissions, travel, and stock-based compensation. Other costs included in this expense are marketing and promotional events, our annual user conference, online marketing, product marketing, information technology costs, and facility costs. We pay sales commissions for initial contracts and expansions of existing customer contracts. When the relevant amortization period is one year or less, we expense sales commissions as incurred. All other sales commissions are considered incremental costs of obtaining a contract with a customer and are deferred and amortized on a straight-line basis over a period of benefit that we have determined to be three years.

Research and Development Expenses

Research and development expenses consist primarily of personnel and related costs, including salaries, benefits, bonuses, and stock-based compensation; costs of server usage by our developers; information technology costs; and facility costs.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel and related costs for our executive, finance and accounting, legal, human resources, and administrative personnel, including salaries, benefits, bonuses, and stock-based compensation; legal, accounting, and other professional service fees; other corporate expenses; information technology costs; and facility costs.

Results of Operations

The following table sets forth selected consolidated statement of operations data for each of the periods indicated:

	Year ended December 31,		
	2023	2022	2021
	(in thousands)		
Revenue			
Subscription and support	\$ 558,645	\$ 464,935	\$ 379,340
Professional services	71,394	72,940	63,945
Total revenue	630,039	537,875	443,285
Cost of revenue			
Subscription and support ⁽¹⁾	99,193	77,711	60,551
Professional services ⁽¹⁾	55,029	52,174	43,282
Total cost of revenue	154,222	129,885	103,833
Gross profit	475,817	407,990	339,452
Operating expenses			
Research and development ⁽¹⁾	172,790	151,716	115,735
Sales and marketing ⁽¹⁾	287,035	245,260	178,785
General and administrative ⁽¹⁾	110,519	99,778	74,287
Total operating expenses	570,344	496,754	368,807
Loss from operations	(94,527)	(88,764)	(29,355)
Interest income	25,882	4,880	1,041
Interest expense	(53,639)	(6,042)	(14,015)
Other (expense) income, net	(1,814)	926	3,229
Loss before provision for income taxes	(124,098)	(89,000)	(39,100)
Provision (benefit) for income taxes	3,427	1,947	(1,370)
Net loss	\$ (127,525)	\$ (90,947)	\$ (37,730)

(1) Stock-based compensation expense included in these line items was as follows:

	Year ended December 31,		
	2023	2022	2021
	(in thousands)		
Cost of revenue			
Subscription and support	\$ 5,030	\$ 3,437	\$ 2,868
Professional services	2,540	2,128	1,729
Operating expenses			
Research and development	18,441	12,554	9,590
Sales and marketing	27,774	19,323	13,901
General and administrative	44,980	33,218	20,545
Total stock-based compensation expense	\$ 98,765	\$ 70,660	\$ 48,633

The following table sets forth our consolidated statement of operations data as a percentage of revenue for each of the periods indicated:

	Year ended December 31,		
	2023	2022	2021
Revenue			
Subscription and support	88.7%	86.4%	85.6%
Professional services	11.3	13.6	14.4
Total revenue	100.0	100.0	100.0
Cost of revenue			
Subscription and support	15.7	14.4	13.7
Professional services	8.7	9.7	9.8
Total cost of revenue	24.4	24.1	23.5
Gross profit	75.6	75.9	76.5
Operating expenses			
Research and development	27.4	28.2	26.1
Sales and marketing	45.6	45.6	40.3
General and administrative	17.5	18.6	16.8
Total operating expenses	90.5	92.4	83.2
Loss from operations	(14.9)	(16.5)	(6.7)
Interest income	4.1	0.9	0.2
Interest expense	(8.5)	(1.1)	(3.2)
Other (expense) income, net	(0.3)	0.2	0.7
Loss before provision (benefit) for income taxes	(19.6)	(16.5)	(9.0)
Provision (benefit) for income taxes	0.5	0.4	(0.3)
Net loss	(20.1)%	(16.9)%	(8.7)%

Revenue

Comparison of Years Ended December 31, 2023 and 2022

	Year ended December 31,		Period-to-period change	
	2023	2022	Amount	% Change
(dollars in thousands)				
Revenue				
Subscription and support	\$ 558,645	\$ 464,935	\$ 93,710	20.2%
Professional services	71,394	72,940	(1,546)	(2.1)%
Total revenue	\$ 630,039	\$ 537,875	\$ 92,164	17.1%

Total revenue increased \$92.2 million in 2023 compared to 2022 due primarily to a \$93.7 million increase in subscription and support revenue. Growth in subscription and support revenue in 2023 was attributable mainly to strong demand and continued solution expansion across our customer base. The total number of our customers increased 6.5% from December 31, 2022 to December 31, 2023. Professional services revenue decreased \$1.5 million in 2023 compared to 2022. The decrease was driven primarily by the continued transition of consulting and other services to our partners and the timing of performance of XBRL services. We expect the revenue growth rate from subscription and support to continue to outpace revenue growth from professional services on an annual basis.

Cost of Revenue

Comparison of Years Ended December 31, 2023 and 2022

	Year ended December 31,		Period-to-period change	
	2023	2022	Amount	% Change
(dollars in thousands)				
Cost of revenue				
Subscription and support	\$ 99,193	\$ 77,711	\$ 21,482	27.6%
Professional services	55,029	52,174	2,855	5.5%
Total cost of revenue	<u>\$ 154,222</u>	<u>\$ 129,885</u>	<u>\$ 24,337</u>	18.7%

Cost of revenue increased \$24.3 million in 2023 compared to 2022 due primarily to \$16.1 million in higher cash-based compensation and benefits costs due in part to increased headcount, \$2.0 million of additional stock-based compensation, a \$3.2 million increase in the cost of cloud infrastructure services, a \$1.1 million increase in travel expense, a \$0.7 million increase in software expense, and a \$0.5 million increase in outsourced service fees. The increases in compensation, cloud infrastructure services, software expense, and outsourced service fees resulted primarily from our continued investment in and support of our platform and solutions. The increase in travel expense was due to a modest continued return to travel.

Operating Expenses

Comparison of Years Ended December 31, 2023 and 2022

	Year ended December 31,		Period-to-period change	
	2023	2022	Amount	% Change
(dollars in thousands)				
Operating expenses				
Research and development	\$ 172,790	\$ 151,716	\$ 21,074	13.9%
Sales and marketing	287,035	245,260	41,775	17.0%
General and administrative	110,519	99,778	10,741	10.8%
Total operating expenses	<u>\$ 570,344</u>	<u>\$ 496,754</u>	<u>\$ 73,590</u>	14.8%

Research and Development

Research and development expenses increased \$21.1 million in 2023 compared to 2022 due primarily to \$14.4 million in higher cash-based compensation and benefits, \$5.9 million of additional stock-based compensation, and a \$0.7 million increase in travel expense. The increase in compensation resulted primarily from our continued investment in and support of our platform and solutions. During 2023 we recognized an additional \$3.1 million in cash-based and stock-based compensation pursuant to certain severance obligations. The increase in travel expense was primarily due to our annual internal research and development event and a modest continued return to travel.

Sales and Marketing

Sales and marketing expenses increased \$41.8 million in 2023 compared to 2022 due primarily to \$24.9 million in higher cash-based compensation and benefits, \$8.4 million of additional stock-based compensation, a \$4.3 million increase in travel expense, a \$1.5 million increase in professional service fees, a \$1.1 million increase in marketing and advertising, and a \$1.0 million increase in software expense. During 2023, we recognized an additional \$2.9 million in cash-based and stock-based compensation pursuant to certain severance obligations. The remaining increase in compensation, as well as the increase in software expense, were primarily due to an increase in employee headcount as we continue to invest in our go-to-market activities. The increase in travel expense was primarily due to a modest continued return to travel and our annual internal sales and marketing event which was held in person in the first half of 2023. The event was held virtually in the prior year. The increase in professional service fees was the result of our continued investment in and support of our platform and solutions. The increase in marketing and advertising expenses are primarily due to increased events and advertising activities.

General and Administrative

General and administrative expenses increased \$10.7 million in 2023 compared to 2022, due primarily to \$1.4 million in higher cash-based compensation and benefits, \$11.6 million of additional stock-based compensation, and a \$0.9 million increase in public relations expense, partially offset by a \$3.1 million decrease related to consulting, recruiting and professional services fees and a \$1.4 million decrease in goods and service tax expense. In addition, during 2023 we recorded one-time fees of \$0.6 million related to the cancellation of certain events. During 2023 we recognized an additional \$1.4 million and \$18.1 million in cash-based compensation and stock-based compensation, respectively, pursuant to certain transition agreements with former executives. The remaining decrease in stock-based compensation is primarily due to a reduction in employee headcount in 2023 and \$2.5 million in stock-based compensation pursuant to certain severance agreements executed in 2022 which did not recur in 2023. Public relations expense increased during 2023 as we continue to execute on our brand strategy. The decrease in sales tax expense was related to a goods and services tax refund which is not expected to recur.

Non-Operating Income (Expenses)

Comparison of Years Ended December 31, 2023 and 2022

	Year ended December 31,		Period-to-period change
	2023	2022	Amount
(dollars in thousands)			
Interest income	\$ 25,882	\$ 4,880	\$ 21,002
Interest expense	(53,639)	(6,042)	(47,597)
Other (expense) income, net	(1,814)	926	(2,740)

Interest income increased \$21.0 million in 2023 compared to 2022 due primarily to larger investment balances coupled with higher interest rates. Interest expense increased in 2023 compared to 2022 due primarily to a \$45.1 million loss on induced conversion from the partial repurchase of our convertible senior notes due in 2026. Other expense increased \$2.7 million in 2023 compared to 2022 due primarily to losses on the sale of available-for-sale securities and losses on foreign currency transactions.

Results of Operations for Fiscal 2022 Compared to 2021

For a comparison of our results of operations for the fiscal years ended December 31, 2022 and 2021, see “Part II, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our annual report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on February 21, 2023.

Liquidity and Capital Resources

Overview of Sources and Uses of Cash

As of December 31, 2023, our principal sources of liquidity were cash, cash equivalents, and marketable securities totaling \$813.7 million, which were held for working capital purposes. We have financed our operations primarily through the proceeds of offerings of equity, convertible debt, and cash from operating activities. We have generated significant operating losses as reflected in our accumulated deficit and consolidated statements of cash flows. While we expect to continue to incur operating losses and may incur negative cash flows from operations in the future, we believe that current cash and cash equivalents and cash flows from operating activities will be sufficient to fund our operations for at least the next twelve months from the date of the issuance of the audited consolidated financial statements.

Convertible Debt

In August 2023, we issued \$702.0 million aggregate principal amount of 1.250% convertible senior notes due 2028 (the “2028 Notes”). Proceeds from the issuance of the 2028 Notes totaled \$691.1 million, net of initial purchaser discounts and issuance costs. We used \$396.9 million of the net proceeds from the 2028 Notes offering to repurchase \$273.8 million principal amount, together with accrued and unpaid interest thereon, of our 1.125% convertible senior notes due 2026 (the “2026 Notes”) in separate and individually negotiated transactions with certain holders. As of December 31, 2023, we had outstanding debt relating to our 2026 Notes and 2028 Notes of \$70.5 million and \$691.9 million, with corresponding maturity dates of August 15, 2026 and August 15, 2028, respectively.

Cash Flows

The following table summarizes cash flow activity during the years ended December 31, 2023, 2022 and 2021 (in thousands):

	Year ended December 31,		
	2023	2022	2021
Cash flow provided by operating activities	\$ 70,875	\$ 11,334	\$ 49,844
Cash flow used in investing activities	(357,253)	(68,012)	(68,631)
Cash flow provided by (used in) financing activities	301,265	(1,587)	(3,388)
Net increase (decrease) in cash and cash equivalents, net of impact of exchange rates	\$ 16,524	\$ (60,189)	\$ (22,445)

Operating Activities

Our largest source of operating cash is cash collections from customers for subscription and support access to our platform. Our primary uses of cash from operating activities are for personnel-related expenditures, marketing activities, and costs of cloud infrastructure services.

Cash provided by operating activities of \$70.9 million for the year ended December 31, 2023 consisted of a net loss of \$127.5 million adjusted for non-cash charges of \$105.0 million, net cash inflows of \$48.2 million from changes in operating assets and liabilities, and a \$45.1 million adjustment for induced conversion expense associated with the repurchase of our convertible senior notes. The change in operating assets and liabilities was driven by an increase in deferred revenue which was primarily due to customer growth. The increases in accounts receivable, other receivables and accrued expenses and other liabilities prepaid expenses and other assets were attributable primarily to the timing of our billings, cash collections, and cash payments.

Cash provided by operating activities of \$11.3 million for the year ended December 31, 2022 consisted of a net loss of \$90.9 million offset by non-cash charges of \$83.9 million and net cash inflows of \$18.3 million from changes in operating assets and liabilities. Customer growth accounted for most of the increase in deferred revenue. The increases in accounts receivable, prepaid expenses, other assets and account payable as well as the decrease in accrued expenses and other liabilities were attributable primarily to the timing of our billings, cash collections, and cash payments. The increase in other receivables was attributable primarily to an increase in our refundable research and development tax credit. The increase in deferred costs was primarily due to additional payments made to our sales force related to the direct and incremental costs of obtaining a customer contract.

Investing Activities

Cash used in investing activities of \$357.3 million for the year ended December 31, 2023 consisted of investing \$573.3 million in various marketable securities, as well as purchases of fixed assets of \$2.1 million primarily for computer equipment in support of expanding our infrastructure and work force. These uses of cash were partially offset by \$153.4 million from the maturities of marketable securities and \$65.1 million from the sale of marketable securities.

Cash used in investing activities of \$68.0 million for the year ended December 31, 2022 consisted of \$130.8 million in purchases of marketable securities, \$99.2 million for the acquisition of ParsePort, and \$3.5 million in purchases of fixed assets partially offset by \$150.6 million from the maturities of marketable securities as well as \$15.0 million from the sale of marketable securities. Our capital expenditures were associated primarily with computer equipment in support of expanding our infrastructure and work force.

Financing Activities

Cash provided by financing activities of \$301.3 million for the year ended December 31, 2023 consisted of \$691.1 million in proceeds from the issuance of our 2028 Notes, net of issuance costs, \$12.5 million in proceeds from shares issued in connection with our employee stock purchase plan, and \$4.5 million in proceeds from option exercises, partially offset by \$396.9 million paid for the partial repurchase of our 2026 Notes and \$9.5 million in taxes paid related to net share settlements of stock-based compensation awards.

Cash used in financing activities of \$1.6 million for the year ended December 31, 2022 consisted of \$12.5 million in taxes paid related to net share settlements of stock-based compensation awards and \$1.6 million in principal payments on finance lease obligations partially offset by \$9.3 million in proceeds from shares issued in connection with our employee stock purchase plan and \$3.3 million in proceeds from option exercises.

Contractual Obligations and Commitments

The following table represents our contractual obligations as of December 31, 2023, aggregated by type:

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
(in thousands)					
Convertible senior notes	\$ 819,441	\$ 9,496	\$ 90,395	\$ 719,550	\$ —
Operating leases including imputed interest	18,830	6,048	7,198	3,220	2,364
Finance leases, including interest	22,605	1,315	2,630	2,630	16,030
Other contractual commitments	28,137	24,298	3,839	—	—
Total contractual obligations	\$ 889,013	\$ 41,157	\$ 104,062	\$ 725,400	\$ 18,394

Total future payments related to our convertible senior notes shown in the table above includes \$773.2 million aggregate principal amount and future interest payments associated with the Notes of \$46.2 million. For more information on our convertible senior notes, refer to Note 8 of our accompanying notes to the consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

We lease certain office space, residential space, buildings and land with various lease terms which are primarily accounted for as operating leases. We have entered into a lease agreement for land and an office building in Ames, Iowa, which was constructed in two phases, and is accounted for as a finance lease. The lease term includes an initial 15-year term and three five-year extensions at our option because renewal was determined to be reasonably assured at the inception of the lease. The lease contains purchase options to acquire the landlord's interest in the land lease and building at any time beginning three years from June 2014 (the commencement date of the second phase of the lease). In addition, the lease requires us to purchase the building from the landlord upon certain events, such as a change in control.

We enter into certain non-cancelable agreements with third-party providers in the ordinary course of business. Our total commitments under these agreements are \$28.1 million and are primarily for cloud infrastructure and cloud services. These amounts are included in the table above under other contractual commitments.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the U.S. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, provision for income taxes and related disclosures. On an ongoing basis, we evaluate our estimates 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 1 to our consolidated financial statements, the following accounting policies 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 results of our operations.

Revenue Recognition

We generate revenue through the sale of our cloud-based software and the delivery of 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 in exchange for those services.

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
- Recognition of revenue when, or as, we satisfy a performance obligation

Subscription and Support Revenue

We recognize subscription and support revenue 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 twelve to 36 months in duration, are billed either annually or in advance and are non-cancelable. We consider the access to our platform and related support services in a customer contract to be a series of distinct services which comprise a single performance obligation because they are substantially the same and have the same pattern of transfer.

Professional Services Revenue and Customer Options

Professional services revenues primarily consist of fees for document set up, XBRL tagging, and consulting with our customers on business processes and best practices for using our platform. We have determined that an agreement to purchase these professional services constitutes an option to purchase services in accordance with ASC 606 rather than an agreement that creates enforceable rights and obligations because of the customer's contractual right to cancel services that have not yet been used. In the limited case of agreements where we determined that the option provides the customer with a material right, we allocate a portion of the transaction price to the material right based upon the relative standalone selling price. Professional service agreements that do not contain a material right are accounted for when the customer exercises its option to purchase additional services.

Revenue is recognized for document set ups when the service is complete and control has transferred to the customer. Revenues from XBRL tagging and consulting services are recognized as the services are performed.

Our professional services revenue is higher in the first calendar quarter because many of our customers employ our professional services just before they file their Form 10-K.

Contracts with Multiple Performance Obligations

Some of our contracts with customers contain multiple performance obligations. For these contracts, we account for the 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 entity-specific factors, including the value of our arrangements, length of term, customer demographics and the numbers and types of users within our arrangements.

While changes in assumptions or judgments or changes to the elements of the arrangement could cause an increase or decrease in the amount of revenue that we report in a particular period, these changes have not historically been significant because our recurring revenue is primarily subscription and support revenue.

Acquisitions

We account for acquisitions under Accounting Standards Codification 805, Business Combinations. In general, the acquisition method of accounting requires companies to record assets acquired and liabilities assumed at their respective fair market values at the date of acquisition. Determining the fair value of assets acquired and liabilities assumed requires significant judgment and estimates, including the selection of valuation methodologies, estimates of future revenue, earnings before interest, tax, depreciation and amortization margins, and discount rates. We engage the assistance of third-party valuation specialists in concluding on fair value measurements in connection with determining fair values of assets acquired and liabilities assumed in a business combination. Any amount of the purchase price paid that is in excess of the estimated fair values of net assets acquired is recorded as goodwill in our consolidated balance sheets. Transaction costs, as well as costs to reorganize acquired companies, are expensed as incurred in our consolidated statement of operations. Although we believe that the judgments and estimates discussed herein are reasonable, actual results could differ, and we may be exposed to an impairment charge if we are unable to recover the value of the recorded net assets.

Recent Accounting Pronouncements

Refer to Note 1 of the notes to consolidated financial statements for a full description of recent accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of fluctuations in foreign currency rates, although we also have some exposure due to potential changes in inflation or interest rates. We do not hold financial instruments for trading purposes.

Foreign Currency Risk

Our sales contracts are denominated predominantly in U.S. dollars and, to a lesser extent, the Canadian dollar, Euro, British Pound Sterling, Danish krone, and Japanese yen. Consequently, our customer billings denominated in foreign currency are subject to foreign currency exchange risk. A portion of our operating expenses are incurred outside the U.S. and are denominated in foreign currencies. These operating expenses are also subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the Canadian dollar, Euro, British pound, Danish krone, Singapore dollar, Australian dollar, Hong Kong dollar and Japanese yen. Additionally, fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. To date, we have not entered into derivatives or hedging transactions as our exposure to foreign currency exchange rates has not been material to our historical operating results, but we may do so in the future if our exposure to foreign currency should become more significant. Foreign currency transaction gains (losses) are included in net loss and were \$1,154,000, \$835,000, and \$(503,000) in the years ended December 31, 2023, 2022 and 2021, respectively.

Inflation Risk

Inflationary factors, such as increases in our operating expenses, may adversely affect our results of operations, as our customers typically purchase services from us on a subscription basis over a period of time. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, an increase in the rate of inflation in the future may have an adverse effect on our levels of operating expenses as a percentage of revenue if we are unable to increase the prices for our subscription-based solutions to keep pace with these increased expenses.

Interest Rate Sensitivity

We had cash, cash equivalents and marketable securities totaling \$813.7 million as of December 31, 2023. The cash, cash equivalents and marketable securities are held for working capital purposes. Our investments are made primarily for capital preservation purposes. We do not enter into investments for trading or speculative purposes.

Our cash and cash equivalents consist primarily of cash and money market funds. Our exposure to market risk for changes in interest rates is limited because our cash and cash equivalents have a short-term maturity and are used primarily for working capital purposes.

Our portfolio of marketable securities was invested primarily in U.S. corporate and U.S. treasury debt securities and is subject to market risk due primarily to changes in interest rates. Fixed rate securities may have their market value adversely affected due to a rise in interest rates. Accordingly, our future investment income may fluctuate as a result of changes in interest rates, or we may suffer losses in principal if we are forced to sell securities that decline in market value as a result of changes in interest rates. However, because we classify our marketable securities as "available for sale," no gains or losses are recognized due to changes in interest rates unless such securities are sold prior to maturity or declines in fair value are caused by expected credit losses.

An immediate increase of 100-basis points in interest rates would have resulted in an \$4.0 million market value reduction in our investment portfolio as of December 31, 2023. This estimate is based on a sensitivity model that measures market value changes when changes in interest rates occur. Fluctuations in the value of our investment securities caused by a change in interest rates (gains or losses on the carrying value) are recorded in other comprehensive income, and are realized only if we sell the underlying securities.

In August 2019, we issued \$345.0 million aggregate principal amount of our 2026 Notes. In August 2023, we issued \$702.0 million aggregate principal amount of our 2028 Notes. These Notes have a fixed annual interest rate and therefore we have no financial or economic interest exposure associated with changes in interest rates. However, the fair value of fixed rate debt instruments fluctuates when interest rates change. Additionally, the fair value can be affected when the market price of our common stock fluctuates. We carry the Notes at face value less unamortized discount on our balance sheet, and we present the fair value for required disclosure purposes only. For more information on our convertible senior notes, refer to Note 8 of our accompanying notes to the consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

Item 8. Consolidated Financial Statements and Supplementary Data

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	<u>Page</u>
Reports of Independent Registered Public Accounting Firm (PCAOB ID: 42)	64
Consolidated Balance Sheets	68
Consolidated Statements of Operations	69
Consolidated Statements of Comprehensive Loss	70
Consolidated Statements of Stockholders' Equity (Deficit)	71
Consolidated Statements of Cash Flows	72
Notes to Consolidated Financial Statements	74

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Workiva Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Workiva Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive loss, stockholders' equity (deficit) and cash flows for each of the three years in the period ended December 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 December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 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 December 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 20, 2024 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 accounts or disclosures to which it relates.

Revenue Recognition

Description of the Matter

As described in Note 1 to the consolidated financial statements, the Company recognizes revenue upon transfer of control of cloud-based software and professional services in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services.

The Company assessed the terms and conditions associated with customer contracts to identify whether the services constitute an agreement that creates enforceable rights and obligations or an option to purchase. In addition, the Company identified the performance obligations and whether they were distinct. The transaction price was allocated to the separate performance obligations on a relative standalone selling price basis. The assessment of terms and conditions for the identification of performance obligations may involve judgment.

Auditing the Company's accounting for revenue recognition was challenging given the significant audit effort to evaluate the terms and conditions in the customer contracts and the identification and determination of distinct performance obligations in customer contracts.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the controls over the Company's revenue recognition process, including management's review of terms and conditions and the identification of distinct performance obligations in customer contracts.

To test the Company's accounting for revenue recognition, we performed audit procedures that included, among others, reperforming management's assessment of the distinct performance obligations within the arrangement based on its terms and conditions for a sample of customer contracts. We tested the application of the revenue recognition accounting requirements for each of the significant service offerings to determine whether the performance obligations identified by the Company were distinct. We also assessed the appropriateness of the related disclosures in the consolidated financial statements.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2010.

Chicago, Illinois
February 20, 2024

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Workiva Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Workiva Inc.'s internal control over financial reporting as of December 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, Workiva Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 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 December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive loss, stockholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated February 20, 2024 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 Annual 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

Chicago, Illinois

February 20, 2024

WORKIVA INC.

CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)

	As of December 31,	
	2023	2022
ASSETS		
Current assets		
Cash and cash equivalents	\$ 256,100	\$ 240,197
Marketable securities	557,622	190,595
Accounts receivable, net of allowance for doubtful accounts of \$ 1,163 and \$ 744 at December 31, 2023 and 2022, respectively	125,193	106,316
Deferred costs	39,023	38,350
Other receivables	7,367	6,674
Prepaid expenses and other	23,631	17,957
Total current assets	1,008,936	600,089
Property and equipment, net	24,282	27,096
Operating lease right-of-use assets	12,642	13,932
Deferred costs, non-current	33,346	33,682
Goodwill	112,097	109,740
Intangible assets, net	22,892	28,234
Other assets	4,665	6,847
Total assets	\$ 1,218,860	\$ 819,620
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities		
Accounts payable	\$ 5,204	\$ 6,174
Accrued expenses and other current liabilities	97,921	83,999
Deferred revenue	380,843	316,263
Finance lease obligations	532	504
Total current liabilities	484,500	406,940
Convertible senior notes, non-current	762,455	340,257
Deferred revenue, non-current	36,177	38,237
Other long-term liabilities	178	1,518
Operating lease liabilities, non-current	10,890	12,102
Finance lease obligations, non-current	14,050	14,583
Total liabilities	1,308,250	813,637
Stockholders' (deficit) equity		
Class A common stock, \$ 0.001 par value per share, 1,000,000,000 shares authorized, 50,333,435 and 48,761,804 shares issued and outstanding at December 31, 2023 and 2022, respectively	50	49
Class B common stock, \$ 0.001 par value per share, 500,000,000 shares authorized, 3,845,583 and 3,890,583 shares issued and outstanding at December 31, 2023 and 2022, respectively	4	4
Preferred stock, \$ 0.001 par value per share, 100,000,000 shares authorized, no shares issued and outstanding	—	—
Additional paid-in-capital	562,942	537,732
Accumulated deficit	(652,641)	(525,116)
Accumulated other comprehensive income (loss)	255	(6,686)
Total stockholders' (deficit) equity	(89,390)	5,983
Total liabilities and stockholders' (deficit) equity	\$ 1,218,860	\$ 819,620

See accompanying notes.

WORKIVA INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share amounts)

	Year ended December 31,		
	2023	2022	2021
Revenue			
Subscription and support	\$ 558,645	\$ 464,935	\$ 379,340
Professional services	71,394	72,940	63,945
Total revenue	630,039	537,875	443,285
Cost of revenue			
Subscription and support	99,193	77,711	60,551
Professional services	55,029	52,174	43,282
Total cost of revenue	154,222	129,885	103,833
Gross profit	475,817	407,990	339,452
Operating expenses			
Research and development	172,790	151,716	115,735
Sales and marketing	287,035	245,260	178,785
General and administrative	110,519	99,778	74,287
Total operating expenses	570,344	496,754	368,807
Loss from operations	(94,527)	(88,764)	(29,355)
Interest income	25,882	4,880	1,041
Interest expense	(53,639)	(6,042)	(14,015)
Other (expense) income, net	(1,814)	926	3,229
Loss before provision (benefit) for income taxes	(124,098)	(89,000)	(39,100)
Provision (benefit) for income taxes	3,427	1,947	(1,370)
Net loss	\$ (127,525)	\$ (90,947)	\$ (37,730)
Net loss per common share:			
Basic and diluted	\$ (2.36)	\$ (1.72)	\$ (0.74)
Weighted-average common shares outstanding - basic and diluted	54,099,757	52,954,079	51,126,510

See accompanying notes.

WORKIVA INC.**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**
(in thousands)

	Year ended December 31,		
	2023	2022	2021
Net loss	\$ (127,525)	\$ (90,947)	\$ (37,730)
Other comprehensive income (loss)			
Foreign currency translation adjustment	3,316	(4,304)	266
Unrealized gain (loss) on available-for-sale securities	3,625	(2,094)	(784)
Other comprehensive income (loss)	6,941	(6,398)	(518)
Comprehensive loss	<u>\$ (120,584)</u>	<u>\$ (97,345)</u>	<u>\$ (38,248)</u>

See accompanying notes.

WORKIVA INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(in thousands)

	Common Stock (Class A and B)		Additional Paid-in-Capital	Accumulated Other		
	Shares	Amount		Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity (Deficit)
Balances at December 31, 2020	48,789	\$ 49	\$ 478,698	\$ 230	\$ (414,700)	\$ 64,277
Stock-based compensation expense	—	—	48,633	—	—	48,633
Issuance of common stock upon exercise of stock options	1,141	2	16,598	—	—	16,600
Issuance of common stock under employee stock purchase plan	149	—	8,861	—	—	8,861
Issuance of restricted stock units	1,578	—	—	—	—	—
Tax withholdings related to net share settlements of stock-based compensation awards	(213)	—	(27,144)	—	—	(27,144)
Net loss	—	—	—	—	(37,730)	(37,730)
Other comprehensive loss	—	—	—	(518)	—	(518)
Balances at December 31, 2021	51,444	\$ 51	\$ 525,646	\$ (288)	\$ (452,430)	\$ 72,979
Adoption of ASU 2020-06	—	—	(58,560)	—	18,261	(40,299)
Stock-based compensation expense	—	—	70,660	—	—	70,660
Issuance of common stock upon exercise of stock options	239	1	3,272	—	—	3,273
Issuance of common stock under employee stock purchase plan	131	1	9,255	—	—	9,256
Issuance of restricted stock units	958	—	—	—	—	—
Tax withholdings related to net share settlements of stock-based compensation awards	(120)	—	(12,541)	—	—	(12,541)
Net loss	—	—	—	—	(90,947)	(90,947)
Other comprehensive loss	—	—	—	(6,398)	—	(6,398)
Balances at December 31, 2022	52,652	\$ 53	\$ 537,732	\$ (6,686)	\$ (525,116)	\$ 5,983
Induced conversion of convertible senior notes	—	—	(81,080)	—	—	(81,080)
Stock-based compensation expense	—	—	98,765	—	—	98,765
Issuance of common stock upon exercise of stock options	297	1	4,471	—	—	4,472
Issuance of common stock under employee stock purchase plan	200	—	12,513	—	—	12,513
Issuance of restricted stock units	1,129	—	—	—	—	—
Tax withholdings related to net share settlements of stock-based compensation awards	(99)	—	(9,459)	—	—	(9,459)
Net loss	—	—	—	—	(127,525)	(127,525)
Other comprehensive income	—	—	—	6,941	—	6,941
Balances at December 31, 2023	54,179	\$ 54	\$ 562,942	\$ 255	\$ (652,641)	\$ (89,390)

See accompanying notes.

WORKIVA INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands)

	Year ended December 31,		
	2023	2022	2021
Cash flows from operating activities			
Net loss	\$ (127,525)	\$ (90,947)	\$ (37,730)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	11,140	10,212	5,244
Stock-based compensation expense	98,765	70,660	48,633
Provision for (recovery of) doubtful accounts	410	156	(125)
(Accretion) amortization of premiums and discounts on marketable securities, net	(7,716)	1,079	3,024
Amortization of debt discount and issuance costs	1,730	1,298	9,171
Induced conversion expense	45,144	—	—
Realized loss on sale of available-for-sale securities, net	708	—	—
Gain on settlement of equity securities	—	—	(3,698)
Deferred income tax	(14)	538	(1,973)
Changes in assets and liabilities:			
Accounts receivable	(18,318)	(28,893)	(7,683)
Deferred costs	277	(8,496)	(19,207)
Operating lease right-of-use asset	4,984	5,153	4,197
Other receivables	(2,176)	(1,655)	(391)
Prepaid expenses and other	(5,023)	(2,913)	(6,522)
Other assets	2,230	(2,441)	(1,222)
Accounts payable	(1,002)	2,438	972
Deferred revenue	60,112	61,657	47,419
Operating lease liability	(4,133)	(5,055)	(4,934)
Accrued expenses and other liabilities	11,282	(1,457)	14,669
Net cash provided by operating activities	70,875	11,334	49,844
Cash flows from investing activities			
Purchase of property and equipment	(2,124)	(3,458)	(3,534)
Purchase of marketable securities	(573,304)	(130,754)	(170,070)
Maturities of marketable securities	153,358	150,565	143,159
Sale of marketable securities	65,052	14,981	250
Acquisitions, net of cash acquired	—	(99,186)	(37,467)
Purchase of intangible assets	(235)	(160)	(219)
Other investments	—	—	(750)
Net cash used in investing activities	(357,253)	(68,012)	(68,631)

WORKIVA INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)

(in thousands)

	Year ended December 31,		
	2023	2022	2021
Cash flows from financing activities			
Proceeds from option exercises	4,472	3,273	16,600
Taxes paid related to net share settlements of stock-based compensation awards	(9,459)	(12,541)	(27,144)
Proceeds from shares issued in connection with employee stock purchase plan	12,513	9,256	8,861
Proceeds from the issuance of convertible senior notes, net of issuance costs	691,113	—	—
Payments for repurchase of convertible senior notes	(396,869)	—	—
Principal payments on finance lease obligations	(505)	(1,575)	(1,705)
Net cash provided by (used in) financing activities	301,265	(1,587)	(3,388)
Effect of foreign exchange rates on cash	1,637	(1,924)	(270)
Net increase (decrease) in cash, cash equivalents, and restricted cash	16,524	(60,189)	(22,445)
Cash, cash equivalents, and restricted cash at beginning of year	240,197	300,386	322,831
Cash, cash equivalents, and restricted cash at end of year	\$ 256,721	\$ 240,197	\$ 300,386

	Year ended December 31,		
	2023	2022	2021
Supplemental cash flow disclosure			
Cash paid for interest	\$ 4,710	\$ 4,742	\$ 4,837
Cash paid for income taxes, net of refunds	\$ 2,656	\$ 1,429	\$ (41)

Noncash investing and financing activities			
Purchases of property and equipment, accrued but not paid	\$ —	\$ —	\$ 350

	Year ended December 31,		
	2023	2022	2021
Reconciliation of cash, cash equivalents, and restricted cash to the consolidated balance sheets			
Cash and cash equivalents at end of period	\$ 256,100	\$ 240,197	\$ 300,386
Restricted cash included within prepaid expenses and other at end of period	621	—	—
Total cash, cash equivalents, and restricted cash at end of period shown in the consolidated statements of cash flows	\$ 256,721	\$ 240,197	\$ 300,386

See accompanying notes.

WORKIVA INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Organization and Significant Accounting Policies

Organization

Workiva Inc., a Delaware corporation (together with its wholly-owned subsidiaries, the “Company” or “we” or “us”) is on a mission to power transparent reporting for a better world. We believe that all stakeholders including consumers, employees, shareholders, and regulators expect more from business – more action, transparency, and disclosure of financial and non-financial information. We build solutions to meet that demand and streamline processes, connect data and teams, and ensure consistency – all within the Workiva platform, the world’s leading cloud platform for assured integrated reporting. Our operational headquarters are located in Ames, Iowa, with additional offices located in the U.S., Europe, the Asia-Pacific region and Canada.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles and include the accounts of Workiva Inc. and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Seasonality affects our revenue, expenses and cash flows from operations. Revenue from professional services is generally higher in the first quarter as many of our customers file their 10-K in the first calendar quarter. Our sales and marketing expense also has some degree of seasonality. With the exception of September 2021 when we transitioned to a virtual event, sales and marketing expense has historically been higher in the third quarter due to our annual user conference in September. In addition, the timing of cash bonus payments to employees during the first and fourth calendar quarters may result in some seasonality in operating cash flow.

Segments

Our chief operating decision maker reviews financial information presented on a consolidated basis for purposes of allocating resources and evaluating financial performance. There are no segment managers who are held accountable by the chief operating decision maker, or anyone else, for operations, operating results and planning for levels or components below the consolidated unit level. Accordingly, we determined we have one operating and reportable segment.

Foreign Currency

We translate the financial statements of our foreign subsidiaries, which have a functional currency in the respective country’s local currency, to U.S. dollars using month-end exchange rates for assets and liabilities and average exchange rates for revenue, costs and expenses. Translation gains and losses are recorded in accumulated other comprehensive income as a component of stockholders’ equity. Gains and losses resulting from foreign currency transactions that are denominated in currencies other than the entity’s functional currency are included within other income and (expense), net on the consolidated statements of operations.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the U.S. requires us to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and various other assumptions believed to be reasonable. These estimates include, but are not limited to, the allowance for doubtful accounts, the determination of the relative selling prices of our services, the measurement of material rights, health insurance claims incurred but not yet reported, valuation of available-for-sale marketable securities, useful lives of deferred contract costs, intangible assets and property and equipment, goodwill, income taxes, discount rates used in the valuation of right-of-use assets and lease liabilities, and certain assumptions used in the valuation of equity awards. While these estimates are based on our best knowledge of current events and actions that may affect us in the future, actual results may differ materially from these estimates.

Cash and Cash Equivalents

Cash consists of cash on deposit with banks that is stated at cost, which approximates fair value. We invest our excess cash primarily in highly liquid money market funds and marketable securities. We classify all highly liquid investments with stated maturities of three months or less from date of purchase as cash equivalents and all highly liquid investments with stated maturities of greater than three months as marketable securities.

Restricted Cash

In 2023 we entered into agreements for standby letters of credit resulting in restricted cash of \$ 0.6 million at December 31, 2023. The standby letters of credit are associated with a leased facility and an information technology equipment provider. The restricted cash is included in prepaid expenses and other on our consolidated balance sheet.

Marketable Securities

Our marketable securities consist of corporate debt securities, U.S. treasury debt securities and foreign government debt securities. We classify our marketable securities as available-for-sale at the time of purchase and reevaluate such classification as of each balance sheet date. We may sell these securities at any time for use in current operations even if they have not yet reached maturity. As a result, we classify our investments, including securities with maturities beyond twelve months as current assets in the accompanying consolidated balance sheets. Available-for-sale securities are recorded at fair value each reporting period. Unrealized gains and losses are excluded from earnings and recorded as a separate component within accumulated other comprehensive income on the consolidated balance sheets until realized. Dividend income is reported within other income and (expense), net on the consolidated statements of operations. We evaluate our investments to assess whether the amortized cost basis is in excess of estimated fair value and determine what amount of that difference, if any, is caused by expected credit losses. Allowance for credit losses are recognized as a charge in other income and (expense), net on the consolidated statements of operations, and any remaining unrealized losses are included in accumulated other comprehensive loss on the consolidated balance sheets. There were no credit losses recorded for the years ended December 31, 2023, 2022 and 2021. We determine realized gains and losses on the sale of marketable securities on the specific identification method and record such gains and losses in other (expense) income, net on the consolidated statements of operations.

Fair Value of Financial Instruments

Our financial assets, which include cash equivalents and marketable securities, are measured and recorded at fair value on a recurring basis. Our other current financial assets and our other current financial liabilities have fair values that approximate their carrying value due to their short-term maturities.

Concentration of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. We place our cash and cash equivalents with high credit-quality financial institutions. Such deposits may be in excess of federally insured limits. To date, we have not experienced any losses on our cash and cash equivalents. We perform periodic evaluations of the relative credit standing of the financial institutions.

We perform ongoing credit evaluations of our customers' financial condition and require no collateral from our customers. We maintain an allowance for doubtful accounts receivable based upon the expected collectability of accounts receivable balances. We did not have a significant concentration of accounts receivable from any single customer or from customers in any single country outside of the U.S. at December 31, 2023 or 2022.

Deferred Costs

We pay sales commissions for initial contracts and expansions of existing contracts with customers. These commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions paid where the amortization period is one year or less are expensed as incurred. All other sales commissions are deferred and then amortized on a straight-line basis over a period of benefit that we have determined to be three years. We determined the period of benefit by taking into consideration our standard contract terms and conditions, rate of technological change and other factors. Amortization expense is included in sales and marketing expense in the accompanying consolidated statements of operations.

Property and Equipment, net

Property and equipment is stated at cost, net of accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets, generally three to ten years. We amortize leasehold improvements and assets under finance leases over the lesser of the term of the lease including renewal options that are reasonably assured or the estimated useful life of the assets. Depreciation and amortization expense related to property and equipment totaled \$ 4.8 million, \$ 4.8 million and \$ 4.1 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Revenue Recognition

We generate revenue through the sale of subscriptions to our cloud-based software and the delivery of professional services. We recognize revenue when control of these services is transferred to our customers in an amount that reflects the consideration we expect to be entitled to in exchange for those services.

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
- Recognition of revenue when, or as, we satisfy a performance obligation

We report revenue net of sales and other taxes collected from customers to be remitted to government authorities.

Subscription and Support Revenue

We recognize subscription and support revenue 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 twelve to 36 months in duration, are billed either annually or in advance and are non-cancelable. We consider the access to our platform and related support services in a customer contract to be a series of distinct services which comprise a single performance obligation because they are substantially the same and have the same pattern of transfer.

Professional Services Revenue and Customer Options

Professional services revenues primarily consist of fees for document set up, XBRL tagging, and consulting with our customers on business processes and best practices. We have determined that an agreement to purchase these professional services constitutes an option to purchase services in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification No. 606, *Revenue from Contracts with Customers*, (ASC 606) rather than an agreement that creates enforceable rights and obligations because of the customer's contractual right to cancel services that have not yet been used. In the limited case of agreements where we determined that the option provides the customer with a material right, we allocate a portion of the transaction price to the material right based upon the relative standalone selling price. Professional service agreements that do not contain a material right are accounted for when the customer exercises its option to purchase additional services. Revenue is recognized for document set ups when the service is complete and control has transferred to the customer. Revenues from XBRL tagging and consulting services are recognized as the services are performed.

Contracts with Multiple Performance Obligations

Some of our contracts with customers contain multiple performance obligations. For these contracts, we account for the 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 entity-specific factors, including the value of our arrangements, length of term, customer demographics and the numbers and types of users within our arrangements.

Deferred Revenue

We typically invoice our customers for subscription and support fees annually in advance on one- to three-year contract terms. For contracts with a two or three year term, customers sometimes elect to pay the entire multi-year subscription term in advance. The portion of deferred revenue that we anticipate will be recognized after the succeeding twelve-month period is recorded as non-current deferred revenue, and the remaining portion is recorded as current deferred revenue.

Customer Deposits

As an agreement to purchase professional services constitutes a customer option, fees received in advance of these services being performed are considered customer deposits and are included in accrued expenses and other current liabilities on the consolidated balance sheets. Unpaid invoice amounts for these professional services starting in future periods are excluded from accounts receivable and accrued expenses and other current liabilities.

Cost of Revenue

Cost of revenue consists primarily of personnel and related costs directly associated with the professional services and customer success teams and training personnel, including salaries, benefits, bonuses, and stock-based compensation; the costs of contracted third-party vendors; the costs of server usage by our customers; information technology costs; and facility costs.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of personnel and related costs, including salaries, benefits, bonuses, commissions, travel, and stock-based compensation. Other costs included in this expense are marketing and promotional events, our annual user conference, online marketing, product marketing, information technology costs, and facility costs.

Advertising costs are charged to sales and marketing expense as incurred. Advertising expense totaled \$ 6.5 million, \$ 6.1 million and \$ 5.6 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Research and Development Expenses

Research and development expenses consist primarily of personnel and related costs, including salaries, benefits, bonuses, and stock-based compensation, costs of server usage by our developers, information technology costs, and facility costs.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel and related costs for our executive, finance, legal, human resources, and administrative personnel, including salaries, benefits, bonuses, and stock-based compensation; legal, accounting, and other professional service fees; other corporate expenses; information technology costs; and facility costs.

Leases

We determine whether an arrangement contains a lease at inception. Operating leases are included in operating lease right-of-use ("ROU") assets, other current liabilities, and operating lease liabilities on our consolidated balance sheets. Finance leases are included in property and equipment, net, finance lease obligations, and finance lease obligations, non-current on our consolidated balance sheets.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Lease ROU assets and lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at the commencement date. Our variable lease payments consist of non-lease services related to the lease. Variable lease payments are excluded from the ROU assets and lease liabilities and are recognized in the period in which the obligation for those payments is incurred. As our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. We do not include options to extend or terminate the lease term unless it is reasonably certain that we will exercise any such options. We recognize rent expense under our operating leases on a straight-line basis. For finance leases, we record interest expense on the lease liability in addition to amortizing the right-of-use asset (generally straight-line) over the shorter of the lease term or the useful life of the right-of-use asset.

We have lease agreements with lease and non-lease components. We have elected to account for these lease and non-lease components as a single lease component. We do not recognize right-of-use assets or lease liabilities for short-term leases, which have a lease term of twelve months or less, and instead will recognize lease payments as expense on a straight-line basis over the lease term.

Acquisitions

When we acquire a business, the purchase price is allocated to the assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. During the measurement period, which may be up to one year from the acquisition date, adjustments to the fair value of assets acquired and liabilities assumed may be recorded, 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 our consolidated statement of operations.

Goodwill

Goodwill represents the cost in excess of the fair value of the net assets acquired in a business combination. Goodwill is tested for impairment at the reporting unit level on an annual basis and on an interim basis if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. We perform our annual goodwill impairment test as of October 1. For the years ended December 31, 2023 and 2022, we determined there were no events or circumstances which indicated that the carrying value of a reporting unit exceeded the fair value.

Intangible Assets

Intangible assets consist of patents and intangible assets acquired in a business combination or asset acquisition, primarily technology, customer-related assets, and trade names. Patents are recorded at cost to obtain and amortized over the useful lives. Certain patents are in the legal application process and therefore are not currently being amortized. Intangible assets acquired in a business combination or an asset acquisition are recorded at fair value on the date of acquisition and amortized over their estimated useful lives.

Impairment of Long-Lived Assets

Long-lived assets, such as property, equipment, right-of-use assets, and intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. If circumstances require that a long-lived asset or asset group be tested for possible impairment, we first compare the undiscounted cash flows expected to be generated by that long-lived asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying amount exceeds its fair value. There were no impairment losses related to long-lived assets in any of the periods presented.

Stock-Based Compensation

We measure all share-based payments, including grants of options to purchase common stock and the issuance of restricted stock units and performance stock units to employees, service providers and board members, using a fair-value based method. We record forfeitures as they occur. The cost of services received from employees and non-employees in exchange for awards of equity instruments is recognized in the consolidated statement of operations based on the estimated fair value of those awards on the grant date or reporting date, if required to be remeasured, and amortized on a straight-line basis over the requisite service period. We use the Black-Scholes option-pricing model to determine the fair values of shares to be issued pursuant to our Employee Stock Purchase Plan ("ESPP"). For restricted stock units and performance restricted stock units, fair value is based on the closing price of our common stock on the grant date.

Net Loss Per Share Attributable to Common Stockholder

Basic and diluted net loss per share attributable to common stockholders is computed in conformity with the two-class method required for participating securities. Under the two-class method, basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period.

Diluted earnings per share attributable to common stockholders adjusts basic earnings per share for the potentially dilutive impact of stock-based awards as computed under the treasury stock method and convertible notes as computed under the if-converted method. In periods in which we incurred a net loss, all potentially dilutive securities are antidilutive and accordingly, basic net loss per share equals diluted net loss per share.

Income Taxes

We record current income taxes based on our estimates of current taxable income and provide for deferred income taxes to reflect estimated future income tax payments and receipts. We are subject to federal income taxes as well as state taxes. In addition, we are subject to taxes in the foreign jurisdictions where we operate.

We account for income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, we determine deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment rate.

We account for the effects of Global Intangible Low-Taxed Income in the period incurred.

We recognize deferred tax assets to the extent that we believe that these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions in accordance with ASC 740, *Income Taxes*, on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

We recognize interest and penalties related to unrecognized tax benefits on the (benefit) provision for income taxes line in the accompanying consolidated statements of operations. Interest and penalties were not significant during the years ended December 31, 2023, 2022 and 2021. Accrued interest and penalties are included on the accrued expenses and other current liabilities line in the consolidated balance sheets.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount net of an allowance for doubtful accounts. The allowance for doubtful accounts is based on our assessment of the collectability of customer accounts. We regularly review our receivables that remain outstanding past their applicable payment terms and established an allowance for potential write-offs by considering factors such as historical experience, credit quality, age of the accounts receivable balances, and current and forecasted economic conditions that may affect a customer's ability to pay. Accounts receivable deemed uncollectible are charged against the allowance once collection efforts have been exhausted.

Recently Adopted Accounting Pronouncements

In October 2021, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, which amends the accounting related to contract assets and liabilities acquired in business combinations. This ASU requires that entities recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with ASC 606, *Revenue from Contracts with Customers*. This update is effective for fiscal years beginning after December 15, 2022 with early adoption permitted. We adopted this standard on January 1, 2022. The adoption of this standard did not have a material impact on our consolidated financial statements.

In August 2020, the FASB issued ASU 2020-06, *Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*. Under ASU 2020-06, embedded conversion features are no longer separated from the host contract for convertible instruments with conversion features that are not required to be accounted for as derivatives, or that do not result in substantial premiums accounted for as paid-in capital. The convertible debt instruments are now accounted for as a single liability measured at amortized cost. This resulted in the interest expense recognized for convertible debt instruments to be closer to the coupon interest rate. The new guidance also required the if-converted method to be applied for all convertible instruments when calculating earnings per share. The new standard was effective for interim and annual periods beginning after December 15, 2021 and could be adopted on either a modified retrospective or full retrospective basis.

We adopted this standard on January 1, 2022 using the modified retrospective method under which financial results reported in prior periods were not adjusted. Adoption of the new standard resulted in a decrease to accumulated deficit of \$ 18.3 million, a decrease to additional paid-in capital of \$ 58.6 million, and an increase to convertible senior notes, non-current of \$ 40.3 million on the consolidated balance sheet. See Note 8 to the consolidated financial statements for more information.

New Accounting Pronouncements Not Yet Adopted

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which expands disclosures about a public entity's reportable segments and requires more enhanced information about a reportable segment's expenses, interim segment profit or loss, and how a public entity's chief operating decision maker uses reported segment profit or loss information in assessing segment performance and allocating resources. The standard is effective for annual periods beginning after December 15, 2023, with early adoption permitted. We are assessing the effect of this update on our consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which expands disclosures in an entity's income tax rate reconciliation table and regarding cash taxes paid both in the U.S. and foreign jurisdictions. The standard is effective for annual periods beginning after December 15, 2024, with early adoption permitted. We are assessing the effect of this update on our consolidated financial statements and related disclosures.

2. Cash Equivalents and Marketable Securities

At December 31, 2023, cash equivalents and marketable securities consisted of the following (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
Money market funds	\$ 108,826	\$ —	\$ —	\$ 108,826
Commercial paper	56,115	—	—	56,115
U.S. treasury debt securities	224,136	531	(80)	224,587
U.S. government agency debt securities	110,036	256	(15)	110,277
Corporate debt securities	165,341	497	(187)	165,651
Foreign government debt securities	999	—	(7)	992
	<u>\$ 665,453</u>	<u>\$ 1,284</u>	<u>\$ (289)</u>	<u>\$ 666,448</u>
Included in cash and cash equivalents	\$ 108,826	\$ —	\$ —	\$ 108,826
Included in marketable securities	<u>\$ 556,627</u>	<u>\$ 1,284</u>	<u>\$ (289)</u>	<u>\$ 557,622</u>

At December 31, 2022, cash equivalents and marketable securities consisted of the following (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
	182,878			182,878
Money market funds	\$	\$ —	\$ —	\$
U.S. treasury debt securities	72,151	1	(899)	71,253
Corporate debt securities	120,081	62	(1,771)	118,372
Foreign government debt securities	993	—	(23)	970
	376,103	(373,473
	\$	\$ 63	\$ 2,693)	\$
	182,878			182,878
Included in cash and cash equivalents	\$	\$ —	\$ —	\$
	193,225	(190,595
Included in marketable securities	\$	\$ 63	\$ 2,693)	\$

The contractual maturities of the investments classified as marketable securities are as follows (in thousands):

	As of December 31, 2023
Due within one year	\$ 356,773
Due in one to two years	200,849
Due in three to five years	—
	\$ 557,622

The following table presents gross unrealized losses and fair values for those cash equivalents and marketable securities that were in an unrealized loss position as of December 31, 2023, aggregated by investment category and the length of time that individual securities have been in a continuous loss position (in thousands):

	As of December 31, 2023			
	Less than 12 months		12 months or greater	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
U.S. treasury debt securities	\$ 36,549	\$ (46)	\$ 6,036	\$ (34)
U.S. government agency debt securities	35,791	(15)	—	—
Corporate debt securities	55,221	(103)	15,708	(84)
Foreign government debt securities	—	—	992	(7)
Total	\$ 127,561	\$ (164)	\$ 22,736	\$ (125)

We do not believe the unrealized losses represent credit losses based on our evaluation of available evidence as of December 31, 2023, which includes an assessment of whether it is more likely than not we will be required to sell the investment before recovery of the investment's amortized cost basis.

3. Supplemental Consolidated Balance Sheet Information

Property and Equipment, net

Property and equipment, net as of December 31, 2023 and 2022 consisted of (in thousands):

	As of December 31,	
	2023	2022
Building under finance lease	\$ 21,574	\$ 21,574
Computers, equipment and software	12,792	13,221
Furniture and fixtures	7,569	8,308
Vehicles	31	97
Leasehold improvements	8,089	8,045
	50,055	51,245
Less: accumulated depreciation and amortization	(25,773)	(24,149)
	<u>\$ 24,282</u>	<u>\$ 27,096</u>

Accumulated amortization related to finance leases was \$ 4.5 million and \$ 3.6 million as of December 31, 2023 and 2022, respectively.

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities as of December 31, 2023 and 2022 consisted of (in thousands):

	As of December 31,	
	2023	2022
Accrued vacation	\$ 15,356	\$ 12,939
Accrued commissions	11,969	10,841
Accrued bonuses	6,825	5,597
Accrued payroll	7,206	5,318
Estimated health insurance claims	3,462	1,841
Accrued interest	3,510	1,455
ESPP employee contributions	7,540	5,661
Customer deposits	24,763	25,520
Operating lease liabilities	5,256	5,720
Accrued other liabilities	12,034	9,107
	<u>\$ 97,921</u>	<u>\$ 83,999</u>

4. Fair Value Measurements

We determine the fair values of our financial instruments based on the fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value assumes that the transaction to sell the asset or transfer the liability occurs in the principal or most advantageous market for the asset or liability and establishes that the fair value of an asset or liability shall be determined based on the assumptions that market participants would use in pricing the asset or liability. The classification of a financial asset or liability within the hierarchy is based upon the lowest level input that is significant to the fair value measurement. The fair value hierarchy prioritizes the inputs into three levels that may be used to measure fair value:

Level 1 - Inputs are unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument.

Level 3 - Inputs are unobservable inputs based on our assumptions.

Financial Assets

Cash equivalents primarily consist of AAA-rated money market funds with overnight liquidity and no stated maturities. We classified cash equivalents as Level 1 due to the short-term nature of these instruments and measured the fair value based on quoted prices in active markets for identical assets.

When available, our marketable securities are valued using quoted prices for identical instruments in active markets. If we are unable to value our marketable securities using quoted prices for identical instruments in active markets, we value our investments using broker reports that utilize quoted market prices for comparable instruments. As of December 31, 2023 and 2022, all of our marketable securities were valued using quoted prices for comparable instruments in active markets and are classified as Level 2.

Based on our valuation of our money market funds and marketable securities, we concluded that they are classified in either Level 1 or Level 2. The following table presents information about our assets that are measured at fair value on a recurring basis using the above input categories (in thousands):

Description	Fair Value Measurements as of December 31, 2023			Fair Value Measurements as of December 31, 2022		
	Total	Level 1	Level 2	Total	Level 1	Level 2
Money market funds	\$ 108,826	\$ 108,826	\$ —	\$ 182,878	\$ 182,878	\$ —
Commercial paper	56,115	—	56,115	—	—	—
U.S. treasury debt securities	224,587	—	224,587	71,253	—	71,253
U.S. government agency debt securities	110,277	—	110,277	—	—	—
Corporate debt securities	165,651	—	165,651	118,372	—	118,372
Foreign government debt securities	992	—	992	970	—	970
	<u>\$ 666,448</u>	<u>\$ 108,826</u>	<u>\$ 557,622</u>	<u>\$ 373,473</u>	<u>\$ 182,878</u>	<u>\$ 190,595</u>
Included in cash and cash equivalents	\$ 108,826			\$ 182,878		
Included in marketable securities	\$ 557,622			\$ 190,595		

We completed acquisitions during the years ended December 31, 2022 and 2021. The values of the net assets acquired and any resulting goodwill were recorded at fair value using Level 3 inputs. The majority of the related current assets acquired and liabilities assumed were recorded at their carrying values as of the date of acquisition, as their carrying values approximated their fair values due to their short-term nature. The fair values of goodwill and definite-lived intangible assets acquired in the acquisition was externally estimated primarily based on the income approach. The income approach estimates fair value based on the present value of the cash flows that the assets are expected to generate in the future. We developed internal estimates for the expected cash flows and discount rates used in the present value calculations.

Convertible Senior Notes

As of December 31, 2023, the fair value of our convertible senior notes due in 2026 and 2028 was \$ 97.8 million and \$ 710.4 million, respectively. The fair value was determined based on the quoted price of the convertible senior notes in an over-the-counter market on the last trading day of the reporting period and has been classified as Level 2 in the fair value hierarchy. See Note 8 to the consolidated financial statements for more information.

5. Deferred Costs

Deferred costs, which primarily consist of costs to obtain contracts with customers, were \$ 72.4 million and \$ 72.0 million for the years ended December 31, 2023 and 2022, respectively. Amortization expense for the deferred costs was \$ 54.5 million, \$ 44.0 million and \$ 34.1 million for the years ended December 31, 2023, 2022 and 2021, respectively. There were no material impairment losses in relation to the costs capitalized for the periods presented.

6. Commitments and Contingencies**Purchase Commitments**

We enter into certain non-cancelable agreements with third-party providers primarily for our use of cloud services and cloud infrastructure services in the ordinary course of business. Under these agreements, we are committed to purchase \$ 24.3 million, \$ 3.5 million and \$ 0.3 million in fiscal years 2024, 2025 and 2026, respectively.

Litigation

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We evaluate the development of legal matters on a regular basis and accrue a liability when we believe a loss is probable and the amount can be reasonably estimated. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of any currently pending legal proceedings to which we are a party will not have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

7. Leases

We lease certain office space, residential space, buildings and land with various lease terms through May 2043. Certain office leases include one or more options to renew, with renewal terms that can extend the lease term from 1 to 5 years. The exercise of lease renewal options is at our sole discretion and are assessed whether to factor as part of the lease term at lease inception. Our leases generally require us to pay a proportionate share of real estate taxes, insurance, common area maintenance, and other operating costs in addition to a base or fixed rent.

The components of lease expense recognized in the consolidated statements of operations were as follows (in thousands):

	Year ended December 31,		
	2023	2022	2021
Operating lease cost	\$ 5,595	\$ 5,778	\$ 4,750
Finance lease cost:			
Amortization of right-of-use assets	880	880	880
Interest on lease obligations	811	861	956
Short-term lease cost	3,008	3,045	1,667
Variable lease cost	971	1,189	1,163
	<u>\$ 11,265</u>	<u>\$ 11,753</u>	<u>\$ 9,416</u>

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

	Year ended December 31,		
	2023	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 6,215	\$ 6,876	\$ 6,028
Finance cash flows from finance leases	505	1,575	1,705
Right-of-use assets obtained in exchange for lease obligations:			
Operating leases	\$ 3,563	\$ 1,816	\$ 6,299
Finance leases	—	—	—

Other supplemental information related to leases was as follows:

	As of December 31,		
	2023	2022	2021
Weighted Average Remaining Lease Term (in years)			
Operating leases	5.0	5.4	5.7
Finance leases	19.4	20.4	21.4
Weighted Average Discount Rate			
Operating leases	5.7 %	5.4 %	4.9 %
Finance leases	5.5 %	5.5 %	5.5 %

As of December 31, 2023, the aggregate annual lease obligations were as follows (in thousands):

	Operating Leases	Finance Leases
2024	\$ 6,048	\$ 1,315
2025	4,137	1,315
2026	3,061	1,315
2027	1,721	1,315
2028	1,499	1,315
Thereafter	2,364	16,030
Total lease obligations	18,830	22,605
Less: Amount representing interest	(2,684)	(8,023)
Net lease obligations	\$ 16,146	\$ 14,582

8. Debt

Convertible Senior Notes

The following table presents details of our convertible senior notes, which are further discussed below (original principal in thousands):

	Month Issued	Maturity Date	Free Convertibility Date	Redemption Date	Original Principal (including overallotment)	Initial Conversion Rate per \$1,000 Principal	Initial Conversion Price
2026 Notes	August 2019	August 15, 2026	May 15, 2026	August 21, 2023	\$ 345,000	12.4756	\$ 80.16
2028 Notes	August 2023	August 15, 2028	May 15, 2028	August 21, 2026	\$ 702,000	7.4690	\$ 133.89

In August 2019, we issued \$ 345.0 million aggregate principal amount of 1.125 % convertible senior notes due 2026 in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended, including the exercise in full by the initial purchasers of their option to purchase an additional \$ 45.0 million principal amount (the “2026 Notes”). The Notes were issued pursuant to an indenture and are senior, unsecured obligations of the Company. The Notes bear interest at a fixed rate of 1.125 % per annum, payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2020. Proceeds from the issuance of the 2026 Notes totaled \$ 335.9 million, net of initial purchaser discounts and issuance costs.

In August 2023, we issued \$ 702.0 million aggregate principal amount of 1.250 % convertible senior notes due 2028 in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended, including the partial exercise of \$ 77.0 million principal amount by the initial purchasers of their option to purchase up to an additional \$ 100 million principal amount (the “2028 Notes”). The 2028 Notes bear interest at a fixed rate of 1.250 % per annum, payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2024. Proceeds from the issuance of the 2028 Notes totaled \$ 691.1 million, net of initial purchaser discounts and issuance costs.

The 2026 Notes and the 2028 Notes are together referred to as the “Notes”.

The Notes were issued pursuant to an indenture and are senior, unsecured obligations of the Company. The 2028 Notes will rank equally with all of the Company's existing and future senior unsecured indebtedness, including the Company's outstanding 2026 Notes.

Holders of the Notes may convert all or a portion of their Notes prior to the close of business on their respective Free Convertibility dates, in multiples of \$1,000 principal amount, only under the following circumstances:

- during any calendar quarter commencing after the calendar quarter in which the respective Notes were issued (and only during such calendar quarter), if the last reported sale price of our Class A common stock, par value \$ 0.001 per share (which we refer to in this offering memorandum as our "Class A common stock"), for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130 % of the conversion price on each applicable trading day;
- during the five consecutive business day period immediately following any ten consecutive trading day period (the "measurement period") in which the trading price (as defined below) per \$1,000 principal amount of Notes for each trading day of the measurement period was less than 98 % of the product of the last reported sale price of our Class A common stock and the conversion rate on each such trading day;
- if we call any or all of the Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the Redemption Date; or
- upon the occurrence of certain specified corporate events as set forth in the indenture.

On or after the relevant Free Convertibility Date, holders of the Notes may convert their Notes at any time until the close of business on the second scheduled trading day immediately preceding the maturity date of the Notes.

Upon conversion, we will pay or deliver, as the case may be, cash, shares of our Class A common stock or a combination of cash and shares of our Class A common stock, at our election, in the manner and subject to the terms and conditions provided in the indenture.

If we undergo a fundamental change (as defined in the indenture), holders may require us to repurchase for cash all or any portion of their Notes at a fundamental change repurchase price equal to 100 % of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. In addition, following certain corporate events that occur prior to the maturity date or if we deliver a notice of redemption, we will increase, in certain circumstances, the conversion rate for a holder who elects to convert its Notes in connection with such corporate event or notice of redemption, as the case may be.

The Company may redeem for cash all or any portion of the Notes, at its option, on or after the respective Redemption Date, if the last reported sale price of the Company's common stock has been at least 130 % of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption at a redemption price equal to 100 % of the principal amount of the Notes to be redeemed, plus any accrued and unpaid interest to, but excluding, the respective Redemption Date.

As of December 31, 2023 none of the conversion conditions were met and therefore the Notes are not convertible at the option of the holders. As a result, the Notes were classified as non-current liabilities on the consolidated balance sheet as of December 31, 2023.

As discussed in Note 1, we adopted ASU 2020-06 on January 1, 2022 and the Notes are now accounted for as a single liability measured at amortized cost. Interest expense representing the amortization of issuance costs as well as contractual interest expense is amortized to interest expense at an effective interest rate of 1.5 % and 1.6 % over the term of the 2026 Notes and 2028 Notes, respectively. Prior to the adoption of ASU 2020-06, interest expense associated with the 2026 Notes representing the amortization of the debt discount and issuance costs as well as contractual interest expense was amortized to interest expense at an effective interest rate of 4.3 %.

As of December 31, 2023, the remaining life of the 2026 Notes and 2028 Notes is approximately 2.6 years and 4.6 years, respectively.

Partial Repurchase of 2026 Notes

We used \$ 396.9 million of the net proceeds from the 2028 Notes offering discussed above to repurchase \$ 273.8 million principal amount, together with accrued and unpaid interest thereon, of our 2026 Notes in separate and individually negotiated transactions with certain holders. The repurchase was accounted for as an induced conversion. The fair value of the repurchased 2026 Notes on the date of repurchase was \$ 351.8 million. The consideration in excess of fair value resulted in a loss on induced conversion of \$ 45.1 million which was recorded as interest expense in the condensed consolidated statement of operations. The difference between the fair value and the carrying value of the 2026 Notes on the date of repurchase of \$ 81.1 million, including unamortized debt issuance costs of \$ 3.1 million, was recorded in additional paid-in capital.

The net carrying amount of the Notes was as follows (in thousands):

	December 31, 2023		December 31, 2022	
	2026 Notes	2028 Notes	2026 Notes	2028 Notes
Principal	\$ 71,242	\$ 702,000	\$ 345,000	\$ —
Unamortized issuance costs	(711)	(10,076)	(4,743)	—
Net carrying amount	\$ 70,531	\$ 691,924	\$ 340,257	\$ —

Interest expense related to the Notes is as follows (in thousands):

	Year ended December 31,		
	2023	2022	2021
Contractual interest expense	\$ 5,952	\$ 3,880	\$ 3,881
Amortization of debt discount	—	—	8,153
Amortization of issuance costs	1,730	1,298	1,018
Total interest expense	\$ 7,682	\$ 5,178	\$ 13,052

9. Stockholders' Equity

We have two classes of authorized common stock: Class A common stock and Class B common stock. The rights of the holders of our Class A common stock and our Class B common stock are identical, except with respect to voting and conversion. Each share of our Class A common stock is entitled to one vote per share and is not convertible into any other shares of our capital stock. Each share of our Class B common stock is entitled to ten votes per share and is convertible into one share of our Class A common stock at any time. Our Class B common stock also will automatically convert into shares of our Class A common stock upon certain transfers and other events.

10. Stock-Based Compensation

We grant stock-based incentive awards to attract, motivate and retain qualified employees, non-employee directors and consultants, and to align their financial interests with those of our stockholders. We utilize stock-based compensation in the form of restricted stock units, options to purchase Class A common stock and ESPP purchase rights. Prior to our corporate conversion in December 2014, awards were provided under the 2009 Unit Incentive Plan (“the 2009 Plan”). The 2009 Plan was amended to provide that no further awards will be issued thereunder, and our board of directors and stockholders adopted and approved our 2014 Equity Incentive Plan (“the 2014 Plan” and, together with the 2009 Plan, “the Plans”).

As of December 31, 2023, awards granted under the 2009 Plan consisted of stock options and awards granted under the 2014 Plan consisted of stock options, restricted stock units, and performance restricted stock units. There were no other grants of any other award types under the Plans. As of December 31, 2023, 2,269,207 shares of Class A common stock were available for grant under the 2014 Plan.

Our ESPP became effective on June 13, 2017 and was amended and restated on October 28, 2022. Under the ESPP, eligible employees are granted options to purchase shares of Class A common stock 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 July 15 and January 15 and are exercisable on or about the succeeding January 14 and July 14, respectively, of each year. As of December 31, 2023, 3,964,611 shares of Class A common stock were available for issuance under the ESPP. No participant may purchase more than \$ 12,500 worth of Class A common stock in a six-month offering period.

Stock-Based Compensation Expense

Stock-based compensation expense was recorded in the following cost and expense categories consistent with the respective employee or service provider’s related cash compensation (in thousands):

	Year ended December 31,		
	2023	2022	2021
Cost of revenue			
Subscription and support	\$ 5,030	\$ 3,437	\$ 2,868
Professional services	2,540	2,128	1,729
Operating expenses			
Research and development	18,441	12,554	9,590
Sales and marketing	27,774	19,323	13,901
General and administrative	44,980	33,218	20,545
Total	<u>\$ 98,765</u>	<u>\$ 70,660</u>	<u>\$ 48,633</u>

During 2023, we recognized an additional \$ 18.1 million in stock-based compensation pursuant to certain transition agreements with former executives who retired during the period.

Stock Options

The following table summarizes the option activity under the Plans for the year ended December 31, 2023:

	Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
				(in thousands)
Outstanding at December 31, 2022	1,509,172	\$ 14.57	3.2	\$ 104,737
Granted	—	—		
Forfeited	(10)	13.60		
Expired	—	—		
Exercised	(297,543)	15.03		
Outstanding at December 31, 2023	<u>1,211,619</u>	\$ 14.46	2.3	\$ 105,500
Exercisable at December 31, 2023	1,211,619	\$ 14.46	2.3	\$ 105,500

Options to purchase Class A common stock generally vest over a three- or four-year period and are generally granted for a term of ten years. The total intrinsic value of options exercised during the years ended December 31, 2023, 2022 and 2021 was \$ 24.8 million, \$ 17.0 million and \$ 123.4 million, respectively.

No options were granted during the years ended December 31, 2023, 2022 and 2021. As of December 31, 2021, all outstanding options have vested. The total fair value of options vested during the year ended December 31, 2021 was \$ 0.9 million. As of December 31, 2023 there was no unrecognized compensation expense related to options.

Restricted Stock Units and Performance Restricted Stock Units

Restricted stock units granted to employees generally vest over a three- or four-year period in equal, annual installments or with three-year cliff vesting. Restricted stock units granted to non-employee members of our Board of Directors generally have one-year cliff vesting from the date of grant. Performance restricted stock units generally vest in annual tranches over a three-year period.

The recipient of a restricted stock unit award or performance restricted stock unit award under the 2014 Plan will have no rights as a stockholder until share certificates are issued by us. Additionally, until the shares are issued, they have no voting rights and may not be bought or sold. The fair value for restricted stock unit awards and performance restricted stock unit awards are calculated based on the stock price on the date of grant. Total performance restricted stock units earned may vary based on the attainment of company-specific performance targets during the vesting period. The total fair value of restricted stock units vested during the years ended December 31, 2023, 2022, and 2021 was approximately \$ 66.6 million, \$ 57.7 million, and \$ 54.9 million, respectively.

The following table summarizes the restricted stock unit and performance restricted stock unit activity under the Plan for the year ended December 31, 2023:

	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2022	1,921,927	\$ 93.80
Granted	1,191,796	94.76
Forfeited	(145,648)	91.84
Vested ⁽¹⁾	(769,664)	86.06
Unvested at December 31, 2023	2,198,411	\$ 97.17

(1) During the year ended December 31, 2023, in accordance with our Nonqualified Deferred Compensation Plan, recipients of 2,925 shares had elected to defer settlement of the vested restricted stock units and 362,100 were released from deferral. This resulted in total deferred units of 327,269 as of December 31, 2023.

Compensation expense associated with unvested restricted stock units and performance restricted stock units is recognized on a straight-line basis over the vesting period. At December 31, 2023, there was approximately \$ 138.7 million of total unrecognized compensation expense related to restricted stock units and performance restricted stock units, which is expected to be recognized over a weighted-average period of 2.5 years.

Employee Stock Purchase Plan

The fair value of each option grant issued under the ESPP is estimated on the date of grant using the Black-Scholes option-pricing model. Expected volatility is based on the historical volatility of our Class A common stock, and the expected term represents the period of time the ESPP purchase rights are expected to be outstanding and approximates the offering period. The risk-free interest rate is based on yields on U.S. Treasury STRIPS ("Separate Trading of Registered Interest and Principal of Securities") with a maturity similar to the estimated expected term of the ESPP purchase rights.

The fair value of our ESPP purchase rights was estimated assuming no expected dividends and the following weighted-average assumptions:

	Year ended December 31,		
	2023	2022	2021
ESPP			
Expected term (in years)	0.5	0.5	0.5
Risk-free interest rate	4.6 % - 5.3 %	0.6 % - 3.1 %	0.1 %
Expected volatility	33.9 % - 57.3 %	45.7 % - 58.7 %	41.8 % - 45.0 %

The following table summarizes the ESPP activity under the Plan for the years ended December 31, 2023, 2022 and 2021:

	For the year ended December 31,		
	2023	2022	2021
Shares issued	200,436	131,467	148,864
Weighted-average purchase price	\$ 62.43	\$ 70.41	\$ 59.52
Total proceeds (in thousands)	\$ 12,512	\$ 9,256	\$ 8,861

Compensation expense associated with ESPP purchase rights is recognized on a straight-line basis over the vesting period. At December 31, 2023, there was approximately \$ 152,158 of total unrecognized compensation expense related to the ESPP, which is expected to be recognized over a weighted-average period of 12 days.

11. Accumulated Other Comprehensive Income (Loss)

The following table summarizes the activity of accumulated other comprehensive income during the years ended December 31, 2023, 2022 and 2021 (in thousands):

	Accumulated translation adjustment	Accumulated unrealized holding gains (losses) on available-for-sale securities	Accumulated other comprehensive income (loss)
Balance at December 31, 2020	\$ 41	\$ 189	\$ 230
Other comprehensive income (loss)	266	(784)	(518)
Balance at December 31, 2021	307	(595)	(288)
Other comprehensive loss	(4,304)	(2,094)	(6,398)
Balance at December 31, 2022	(3,997)	(2,689)	(6,686)
Other comprehensive income	3,316	3,625	6,941
Balance at December 31, 2023	\$ (681)	\$ 936	\$ 255

12. Acquisitions

Fiscal Year 2022

ParsePort ApS

On April 1, 2022, we acquired all of the issued and outstanding equity interests in Denmark-based ParsePort ApS ("ParsePort"), a leading solution provider for the European Single Electronic Format ("ESEF") financial reporting mandate, which complements Workiva's cloud platform, for \$ 99.2 million net of cash acquired of \$ 1.6 million.

The transaction has been accounted for as a business combination and the purchase price has been allocated to the assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition. The excess of the purchase price over the fair value of the net assets acquired was allocated to goodwill. The goodwill recognized was primarily attributable to the assembled workforce, operational synergies, and strategic benefits that are expected to be achieved and is not deductible for income tax purposes.

The following table presents the allocation of the purchase price to the assets acquired and liabilities assumed at the date of acquisition (in thousands):

Cash consideration	\$	100,744
Total consideration	\$	100,744
Cash	\$	1,558
Accounts receivable, net		1,403
Intangible assets		24,000
Goodwill		78,225
Other assets		440
Accounts payable		(29)
Accrued liabilities		(1,444)
Deferred revenue		(3,299)
Other liabilities		(110)
Fair value of assets and liabilities	\$	100,744

We incurred costs related to the acquisition of approximately \$0.6 million during the year ended December 31, 2022. Substantially all acquisition related costs were expensed as incurred and have been recorded in general and administrative expenses in our consolidated statements of operations.

The results of operations of ParsePort, which are not material, have been included in our consolidated financial statements from the date of purchase.

Fiscal Year 2021

Mark V Systems Limited

On December 29, 2021, we acquired all of the stock in Mark V Systems Limited, the author of the only open source eXtensible Business Reporting Language validation engine, which ensures the continued accessibility of the open source validation engine. The acquisition was not material to the consolidated financial statements.

AuditNet, LLC

On December 10, 2021, we acquired all of the membership interests in AuditNet, LLC, a global audit content and services provider, which strengthens Workiva's risk and assurance offerings. The acquisition was not material to the consolidated financial statements.

OneCloud, Inc.

On July 30, 2021, we acquired all of the equity interest in OneCloud, Inc. ("OneCloud"), an iPaaS company, in order to extend our integration and data preparation capabilities, for \$35.1 million, net of cash acquired of \$1.5 million.

We previously held an investment in OneCloud which was accounted for as an investment in equity securities. Prior to performing purchase accounting we remeasured the previous ownership interest to fair value, increasing the value to \$4.7 million, which resulted in a gain of \$3.7 million recorded in other income (expense), net in the consolidated statement of operations.

The transaction has been accounted for as a business combination and the purchase price has been allocated to the assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition. The excess of the purchase price over the fair value of the net assets acquired was allocated to goodwill. The goodwill recognized was primarily attributable to the assembled workforce and strategic benefits that are expected to be achieved and is not deductible for income tax purposes.

The following table presents the allocation of the purchase price to the assets acquired and liabilities assumed at the date of acquisition (in thousands):

Cash consideration	\$	36,564
Previously held equity interest		4,698
Total consideration	\$	41,262
Cash	\$	1,497
Intangible assets		7,000
Goodwill		34,556
Other assets		548
Deferred revenue		(900)
Deferred tax liability		(1,265)
Other liabilities		(174)
Fair value of assets and liabilities	\$	41,262

We incurred costs related to the acquisition of approximately \$0.4 million during the year ended December 31, 2021. All acquisition related costs were expensed as incurred and have been recorded in general and administrative expenses in our consolidated statements of operations.

The results of operations of OneCloud, which are not material, have been included in our consolidated financial statements from the date of purchase.

13. Goodwill and Intangible Assets

Goodwill

The changes in the carrying amount of goodwill were as follows (in thousands):

December 31, 2021	\$	34,556
Acquisition		78,225
Foreign currency translation adjustments		(3,041)
December 31, 2022		109,740
Foreign currency translation adjustments		2,357
December 31, 2023	\$	112,097

Intangible Assets

The following table presents the components of net intangible assets (in thousands):

	Weighted Average Useful Life (Years)	December 31, 2023			December 31, 2022		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Acquired technology	4.5	\$ 15,949	\$ (7,471)	\$ 8,478	\$ 15,705	\$ (3,849)	\$ 11,856
Acquired customer-related	10.0	15,427	(2,769)	12,658	14,969	(1,169)	13,800
Acquired trade names	3.0	2,172	(1,721)	451	2,151	(861)	1,290
Patents	10.0	3,150	(1,845)	1,305	2,916	(1,628)	1,288
Total	7.2	\$ 36,698	\$ (13,806)	\$ 22,892	\$ 35,741	\$ (7,507)	\$ 28,234

Amortization expense related to intangible assets was \$ 6.2 million, \$ 5.3 million and \$ 1.1 million for the years ended December 31, 2023, 2022 and 2021, respectively. As of December 31, 2023, expected remaining amortization expense of intangible assets by fiscal year is as follows (in thousands):

2024	\$ 5,506
2025	4,769
2026	3,451
2027	2,126
2028	1,679
Thereafter	5,361
Total expected amortization expense	\$ 22,892

14. Geographic Information

Revenues by geographical region consisted of the following (in thousands):

	For the year ended December 31,		
	2023	2022	2021
Subscription and support revenue			
Americas	\$ 472,861	\$ 408,838	\$ 342,673
Other	85,784	56,097	36,666
Professional services revenue			
Americas	64,876	67,309	58,312
Other	6,518	5,631	5,634
	\$ 630,039	\$ 537,875	\$ 443,285

Revenues by geography are generally based on the country of the customer as specified in our subscription order. Total Americas revenue attributed to the U.S. was approximately 93 % during each of the years ended December 31, 2023, 2022, and 2021. No other country represented more than 10% of total revenue during the years presented.

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 long-lived assets by geographical region consisted of the following (in thousands):

	As of December 31,	
	2023	2022
United States	\$ 30,394	\$ 35,790
The Netherlands	3,602	1,580
United Kingdom	1,190	2,681
Other	1,738	977
	<u>\$ 36,924</u>	<u>\$ 41,028</u>

15. Revenue Recognition

Disaggregation of Revenue

The following table presents our revenues disaggregated by industry. These industry categories are derived from a leading software provider supplemented with additional research as necessary (in thousands):

	For the year ended December 31,		
	2023	2022	2021
Industrials	\$ 93,200	\$ 76,970	\$ 59,797
Diversified financials	91,477	71,975	57,470
Information technology	69,316	62,114	47,697
Banks	63,264	54,973	46,702
Consumer discretionary	60,199	51,961	41,826
Healthcare	54,300	47,892	39,394
Insurance	38,750	32,421	27,206
Energy	26,947	23,363	21,093
Real estate	26,706	23,815	21,042
Materials	23,645	21,454	19,357
Utilities	23,215	22,306	21,319
Public administration	18,771	15,064	13,719
Consumer staples	18,396	16,829	13,146
Telecommunication services	16,523	13,141	11,557
Other	5,330	3,597	1,960
Total revenues	<u>\$ 630,039</u>	<u>\$ 537,875</u>	<u>\$ 443,285</u>

The following table presents our revenues disaggregated by type of good or service (in thousands):

	For the year ended December 31,		
	2023	2022	2021
Subscription and support	\$ 558,645	\$ 464,935	\$ 379,340
XBRL professional services	56,820	54,896	44,763
Other services	14,574	18,044	19,182
Total revenues	<u>\$ 630,039</u>	<u>\$ 537,875</u>	<u>\$ 443,285</u>

Deferred Revenue

During the year ended December 31, 2023, we recognized \$ 310.2 million of revenue that was included in the deferred revenue balance at the beginning of the period.

Transaction Price Allocated to the Remaining Performance Obligations

As of December 31, 2023, revenue of approximately \$ 937.4 million is expected to be recognized from remaining performance obligations for subscription contracts. We expect to recognize approximately \$ 511.1 million of these remaining performance obligations over the next 12 months, with the balance recognized thereafter.

16. Income Taxes

Loss before income tax provision (benefit) consisted of the following (in thousands):

	For the year ended December 31,		
	2023	2022	2021
United States	\$ (125,715)	\$ (91,210)	\$ (41,567)
Foreign	1,617	2,210	2,467
Total	<u>\$ (124,098)</u>	<u>\$ (89,000)</u>	<u>\$ (39,100)</u>

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

	For the year ended December 31,		
	2023	2022	2021
Current			
Federal	\$ 700	\$ —	\$ —
State	937	327	98
Foreign	1,838	1,020	479
Total Current	3,475	1,347	\$ 577
Deferred			
Federal	\$ —	\$ —	\$ (1,252)
State	—	—	(374)
Foreign	(48)	600	(321)
Total Deferred	\$ (48)	\$ 600	\$ (1,947)
Total	\$ 3,427	\$ 1,947	\$ (1,370)

During the years ended December 31, 2023, 2022 and 2021, we recorded a federal income tax expense (benefit) of \$ 0.7 million, \$ 0 , and \$(1.25) million, respectively. The current year federal tax expense is related to the general business credit limitation of our R&D credit. The 2021 benefit was related to the OneCloud acquisition. As the reversal of the net deferred tax liabilities acquired as part of the OneCloud purchase will be recognized on future tax returns, these provide an objective source of taxable income. Therefore, a corresponding portion of our valuation allowance has been released to reflect this availability, resulting in a federal and state tax benefit reflected in the table above.

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

	For the year ended December 31,		
	2023	2022	2021
Federal statutory rate	21.0 %	21.0 %	21.0 %
Effect of:			
Tax benefit at federal statutory rate	\$ (26,061)	\$ (18,690)	\$ (8,211)
State taxes, net of federal benefit	(8,397)	(5,722)	(15,350)
Section 162(m) limitations	11,715	6,083	9,008
Stock-based compensation	(10,192)	(9,768)	(49,020)
Global intangible low-taxed income inclusion	2,259	2,850	2,023
Induced conversion	8,834	—	—
Meals & entertainment	821	263	33
Permanent items	432	603	(634)
Tax benefit of federal R&D credit	(8,036)	(6,406)	(3,694)
Foreign income taxes	1,677	256	390
Valuation allowance	30,636	32,896	64,602
Other	(261)	(418)	(517)
Total income tax provision	\$ 3,427	\$ 1,947	\$ (1,370)

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

	As of December 31,	
	2023	2022
Deferred tax assets:		
Property and equipment	\$ 3,018	\$ 2,931
Accruals and reserves	124	79
Lease liability	6,815	7,726
Compensation and benefits	16,756	15,031
Deferred revenue	42,332	31,497
Net operating loss and credits	120,021	138,517
Interest expense	80	386
IRC 174 Capitalization	73,680	38,923
Other	574	2,198
Total deferred tax assets	263,400	237,288
Valuation allowance	(248,279)	(220,016)
Total deferred tax assets	15,121	17,272
Deferred tax liabilities:		
Property and equipment	(85)	(104)
Right-of-use asset	(6,589)	(7,389)
Acquired intangibles	(604)	(1,310)
Deferred commissions	(7,265)	(8,212)
Other deferred tax liabilities	(481)	(179)
Deferred tax liabilities	(15,024)	(17,194)
Total	\$ 97	\$ 78

Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred over the three-year period ended December 31, 2023. Such objective evidence limits the ability to consider other subjective evidence, such as our projections for future growth. On the basis of this evaluation, we recognized a full valuation allowance against our net US deferred tax asset at December 31, 2023, because we believe it is more likely than not that these benefits will not be realized.

Beginning in 2022, the Tax Cuts and Jobs Act of 2017 ("TCJA") amended Internal Revenue Code Section 174 to require specific research and experimental ("R&E") expenditures be capitalized and amortized over five years (U.S. R&E) or fifteen years (non-U.S. R&E). Because of this amendment, we generated U.S. taxable income and have recorded a deferred tax asset related to the Section 174 amortization of \$ 73.7 million at December 31, 2023. We were able to partially offset this income with a combination of net operating loss carryforwards and federal and state credits.

As of December 31, 2023, we have federal and state net operating loss carryforwards of approximately \$ 298.2 million and \$ 372.8 million, respectively, available to reduce future taxable income. Federal and some state net operating losses incurred after 2017 will have an indefinite carryforward. The state net operating loss carryforwards will expire in varying amounts beginning in 2024. Additionally, we have total net operating loss carryforwards from international operations of \$ 1.3 million that do not expire. We also have approximately \$ 32.1 million of federal and \$ 4.7 million of state tax credit carryforwards as of December 31, 2023. The federal credits will expire in varying amounts between the

years 2036 and 2043. The state credits expire beginning in 2024. Utilization of our net operating loss and tax credit carryforwards may be subject to substantial annual limitations due to the ownership change limitations provided by Section 382 of the Internal Revenue Code, as amended, and similar state provisions.

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

	For the year ended December 31,		
	2023	2022	2021
Unrecognized tax benefits-beginning of period	\$ 1,870	\$ 180	\$ 195
Additions for tax positions related to prior year	200	1,400	—
Reductions for tax positions related to prior year	—	—	—
Foreign currency adjustments	6	(10)	(15)
Additions for tax positions related to current year	200	300	—
Unrecognized tax benefits-end of period	\$ 2,276	\$ 1,870	\$ 180

We have analyzed our inventory of tax positions taken with respect to all applicable income tax issues for all open tax years. The gross unrecognized tax benefits, if recognized, would not materially affect the effective tax rate as of December 31, 2023.

We are subject to taxation in the U.S. and various states and foreign jurisdictions. As of December 31, 2023, tax years for 2019 through 2022 are subject to examination by the tax authorities. Generally, as of December 31, 2023, we are no longer subject to federal, state, local or foreign examinations by tax authorities for years before 2019. However, to the extent allowed by law, the tax authorities may have the right to examine prior periods where net operating losses or tax credits were generated and carried forward, and make adjustments up to the amount of the net operating loss or credit carryforward.

17. Net Loss Per Share

Net loss per share is allocated based on the contractual participation rights of the Class A and Class B common shares as if the loss for the year has been distributed. As the liquidation and dividend rights are identical, the net loss is allocated on a proportionate basis.

A reconciliation of the denominator used in the calculation of basic and diluted loss per share is as follows (in thousands, except share and per share data):

	Year ended					
	December 31, 2023		December 31, 2022		December 31, 2021	
	Class A	Class B	Class A	Class B	Class A	Class B
<i>Numerator</i>						
Net loss	\$ (118,443)	\$ (9,082)	\$ (84,210)	\$ (6,737)	\$ (32,724)	\$ (5,006)
<i>Denominator</i>						
Weighted-average common shares outstanding - basic and diluted	50,246,900	3,852,857	49,031,441	3,922,638	44,343,177	6,783,333
Basic and diluted net loss per share	\$ (2.36)	\$ (2.36)	\$ (1.72)	\$ (1.72)	\$ (0.74)	\$ (0.74)

The anti-dilutive securities excluded from the weighted-average shares used to calculate the diluted net loss per common share were as follows:

	As of December 31,		
	2023	2022	2021
Shares subject to outstanding common stock options	1,211,619	1,509,172	1,755,180
Shares subject to unvested restricted stock units and performance restricted stock units	2,198,411	1,921,927	1,891,699
Shares issuable pursuant to the ESPP	84,323	112,522	53,877
Shares underlying our convertible senior notes	9,547,320	4,304,082	4,304,082

18. Employee Benefit Plans

We have a qualified defined contribution plan under Section 401(k) of the Internal Revenue Code. In 2022, we began matching a certain percentage of employee contributions. Both employee and employer contributions vest immediately upon contribution. During the years ended December 31, 2023 and 2022, our contribution to the 401(k) plan was \$ 5.6 million and \$ 5.3 million, respectively.

We also maintain a number of defined contribution plans for certain locations outside of the U.S. Total employer contributions under these plans were \$ 3.2 million, \$ 2.5 million, and \$ 1.8 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our principal executive officer and principal financial officer, our management 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. Our disclosure controls and procedures are intended 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 Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

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 officer 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 Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Management's Annual 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). Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that a misstatement of our financial statements would be prevented or detected. Based on that assessment, management has concluded that its internal control over financial reporting was effective as of December 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 of this Annual Report on Form 10-K, and is incorporated herein by reference.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the three months ended December 31, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

Short-Term Incentive Plan

On February 15, 2024, the Compensation Committee of our Board of Directors approved the 2024 Short-Term Incentive Plan applicable to our executive officers for the fiscal year ending December 31, 2024. The Plan provides our executive officers with the opportunity to earn cash bonuses based upon the achievement of pre-established performance metrics determined by the Committee, which may include one or more of revenue growth, operating cash flow, or operating loss excluding stock compensation and amortization of acquisition related intangible assets. The Committee sets the target award for each participating executive as a percentage of base salary. Following the end of fiscal 2024, the Committee will review our attainment of the metrics and determine actual payouts, subject to upward or downward adjustment in its discretion.

Director and Officer Trading Arrangements

During the three months ended December 31, 2023, no director or officer of the Company adopted, modified or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

The Company is reporting the following information in lieu of reporting on a Current Report on Form 8-K:

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Employment Agreement for Chief Financial Officer

On February 19, 2024 (the “Effective Date”), the Company entered into a new employment agreement (the “Agreement”) with Jill E. Klindt that will govern the terms of her continued employment as Executive Vice President, Chief Financial Officer and Treasurer of the Company, commencing on the Effective Date. Pursuant to the Agreement, Ms. Klindt will receive an annual base salary at \$412,000 in 2024. Ms. Klindt will also receive a target bonus opportunity of 75% for 2024.

The Agreement also contains restrictions on non-competition and non-solicitation for the 12-month period following termination. In addition, the Agreement provides that certain payments and benefits would be due upon a termination of employment, including accrued but unpaid salary and benefits and any earned but unpaid bonus from the prior year. In addition, if the employment of Ms. Klindt is terminated due to her death or disability, we will pay to her a pro-rated bonus for the current year and a lump-sum payment equal to her annual base salary plus her target bonus for the current year, and the vesting of Ms. Klindt’s outstanding equity awards will be accelerated. If the employment of Ms. Klindt is terminated by us without cause or by her for good reason, we will pay to her a pro-rated bonus for the current year and a severance payment equal to two times her annual base salary plus her target bonus for the current year. If the employment of Ms. Klindt is terminated by us without cause or by her for good reason in the three months prior to or two years following a change in control, we will pay to her a target bonus for the year in which the termination occurs (or if greater, the year in which the change in control occurs) and a severance payment equal to three times her annual base salary plus her target bonus.

for the current year. In addition, in the event of a termination without cause or for good reason, the vesting of her outstanding equity awards will be accelerated, and she will be released from her non-competition and non-solicitation restrictions. Under the Agreement, a change in control would not, by itself, be deemed “good reason” or result in the accelerated vesting of outstanding equity awards except as set forth in the applicable award agreement.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the copy of the form of the Agreement filed as Exhibit 10.22 to this Annual Report.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

Part III.

Item 10. Directors, Executive Officers and Corporate Governance

a) Directors of the Company.

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the heading “Election of Directors” and is incorporated herein by reference.

b) Executive Officers of the Company.

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the heading “Executive Officers” and is incorporated herein by reference.

c) Delinquent Section 16(a) Reports.

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the heading “Delinquent Section 16(a) Reports” and is incorporated herein by reference.

d) Code of Ethics.

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the heading “Corporate Governance” and is incorporated herein by reference.

e) Information regarding our Audit Committee and Nominating and Governance Committee is set forth in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the heading “Corporate Governance” and is incorporated herein by reference.

Item 11. Executive Compensation

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the headings “Executive Compensation” and “Director Compensation” and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the headings “Ownership of Common Stock” and “Equity Compensation Plan Information” and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions and Director Independence

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the headings “Certain Relationships and Related-Party and Other Transactions” and “Corporate Governance” and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

Our independent registered public accounting firm is Ernst & Young LLP , Chicago, Illinois .

This information is included in our definitive proxy statement for the 2024 Annual Meeting of Stockholders under the heading “Ratification of the Appointment of Independent Registered Public Accounting Firm” and is incorporated herein by reference.

Part IV.

Item 15. Exhibits and Financial Statement Schedules

The following documents are filed as part of this Form 10-K or incorporated by reference herein:

1. All financial statements. See Index to Consolidated Financial Statements in Item 8 of this Annual Report on Form 10-K.
2. Financial Statement Schedules. Financial statement schedules are omitted as they are either not required or the information is otherwise included in the consolidated financial statements.
3. Exhibits:

Exhibit Number	Description
3.01	Certificate of Incorporation of Workiva Inc. , incorporated by reference from Exhibit 3.1 to the Company's Current Report on Form 8-K filed on December 16, 2014.
3.02	Bylaws of Workiva Inc. , as amended January 9, 2023, incorporated by reference from Exhibit 3.1 to the Company's Current Report on Form 8-K filed on January 10, 2023.
4.01	Form of the Company's Class A common stock certificate , incorporated by reference from Exhibit 4.1 to the Company's Registration Statement on Form S-1 filed on November 17, 2014.
4.02	Indenture, dated August 16, 2019, between Workiva Inc. and U.S. Bank National Association , incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 16, 2019.
4.03	Form of 1.125% Convertible Senior Note due 2026 , incorporated by reference from Exhibit A to the Indenture filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 16, 2019.
4.04	Description of Capital Stock , incorporated by reference from Exhibit 4.06 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019.
4.05	Indenture, dated August 17, 2023, between Workiva Inc. and U.S. Bank Trust Company, National Association , incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 17, 2023.
4.06	Form of 1.250% Convertible Senior Note due 2028 , incorporated by reference from Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 17, 2023.
10.01*	Amended and Restated Workiva Inc. 2009 Unit Incentive Plan , incorporated by reference from Exhibit 10.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
10.02*	Workiva Inc. 2014 Equity Incentive Plan , incorporated by reference from Exhibit 4.5 to the Company's Registration Statement on Form S-8 filed on December 16, 2014.
10.03*	Form of Nonqualified Stock Option Grant for Executive Officers under 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
10.04*	Form of Restricted Stock Grant for Executive Officers under 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.4 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.

Exhibit Number	Description
10.05*	Form of Restricted Stock Grant for Non-Employee Directors under 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.5 to the Company's Registration Statement on Form S-1 filed on October 17, 2014.
10.06*	Employment Agreement, dated August 12, 2021, by and between the Company and Michael Hawkins .
10.07*	Form of Indemnification Agreement , incorporated by reference from Exhibit 10.7 to the Company's Registration Statement on Form S-1 filed on November 17, 2014.
10.08	Sublease Agreement, dated December 19, 2011, as amended October 2, 2013, between the Company and 2900 University, LLC , incorporated by reference from Exhibit 10.8 to the Company's Registration Statement on Form S-1 filed on October 17, 2014.
10.09*	Workiva Inc. Nonqualified Deferred Compensation Plan effective as of January 14, 2016 , incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 15, 2016.
10.10*	Form of Workiva Inc. Restricted Stock Unit Agreement for service-vesting restricted stock units under the Workiva Inc. 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
10.11*	Form of Workiva Inc. Restricted Stock Unit Agreement for service-vesting restricted stock units issuable to non-employee directors under the Workiva Inc. 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on May 4, 2016.
10.12*	Workiva Inc. Amended and Restated 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 17, 2016.
10.13*	Workiva Inc. Amended and Restated 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 13, 2018.
10.14*	Amendment No. 1 to the Workiva Inc. Nonqualified Deferred Compensation Plan , incorporated by reference from Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2018.
10.15*	Workiva Inc. Amended and Restated 2014 Equity Incentive Plan , incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 3, 2022.
10.16*	Form of Restricted Stock Unit Agreement (Non-Employee Directors) incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 3, 2022.
10.17*	Form of Restricted Stock Unit Agreement (Executive Employees) incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 3, 2022.
10.18*	Form of Performance Restricted Stock Unit Agreement (Executive Employees) incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 3, 2022.
10.19*	Form of Restricted Stock Unit Agreement (Executive Employees) incorporated by reference from Exhibit 99.1 to the Company's Current Report on Form 8-K filed on January 31, 2023.
10.20*	Form of Performance Restricted Stock Unit Agreement (Executive Employees) incorporated by reference from Exhibit 99.2 to the Company's Current Report on Form 8-K filed on January 31, 2023.

Exhibit Number	Description
10.21*	Transition Agreement, dated February 21, 2023, between the Company and Martin J. Vanderploeg incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 21, 2023.
10.22*	Form of Employment Agreement (Executive Employees) .
21.01	List of Subsidiaries of the Company .
23.01	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm .
24.01	Power of attorney (incorporated by reference to the signature page of this Annual Report on Form 10-K).
31.01	Certification of the Chief Executive Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 .
31.02	Certification of the Chief Financial Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 .
32.01#	Certification of the Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 .
32.02#	Certification of the Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 .
97.1	Workiva Inc. Clawback Policy
101	The following financial information from Workiva Inc.'s Annual Report on Form 10-K for the year ended December 31, 2023 formatted in Inline XBRL (Extensible Business Reporting Language) includes: (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Loss, (iv) the Statements of Changes in Stockholders Equity (Deficit), (v) the Consolidated Statements of Cash Flows, and (vi) Notes to the Consolidated Financial Statements.
104	Cover Page Interactive Data File - (formatted as Inline XBRL and contained in Exhibit 101)

* Indicates a management contract or compensatory plan.

As contemplated by SEC Release No. 33-8212, these exhibits are furnished with this Annual Report on Form 10-K and are not deemed filed with the Securities and Exchange Commission and are not incorporated by reference in any filing of Workiva Inc. under the Securities Act of 1933 or the Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in such filings.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on this 20th day of February, 2024.

WORKIVA INC.

By: /s/ Julie Iskow
Name: Julie Iskow
Title: President and Chief Executive Officer

POWER OF ATTORNEY

The undersigned officers and directors of Workiva Inc. hereby severally constitute Julie Iskow our true and lawful attorney, with full power to her, to sign for us in our names in the capacities indicated below the Annual Report on Form 10-K filed herewith and any and all amendments thereto, and generally do all such things in our name and on our behalf in our capacities as officers and directors to enable Workiva Inc. to comply with the provisions of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any one of them on the Annual Report on Form 10-K and any and all amendments thereto.

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 indicated and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Julie Iskow</u> Julie Iskow	President, Chief Executive Officer and Director (Principal Executive Officer)	February 20, 2024
<u>/s/ Jill Klindt</u> Jill Klindt	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	February 20, 2024
<u>/s/ Brigid A. Bonner</u> Brigid A. Bonner	Director	February 20, 2024
<u>/s/ Michael M. Crow, Ph.D.</u> Michael M. Crow, Ph.D.	Director	February 20, 2024
<u>/s/ Robert H. Herz</u> Robert H. Herz	Director	February 20, 2024
<u>/s/ David S. Mulcahy</u> David S. Mulcahy	Director	February 20, 2024
<u>/s/ Suku Radia</u> Suku Radia	Director	February 20, 2024
<u>/s/ Martin J. Vanderploeg, Ph.D.</u> Martin J. Vanderploeg, Ph.D.	Director	February 20, 2024

EMPLOYMENT AGREEMENT

This Employment Agreement (the "**Agreement**") is made and entered into as of August 12, 2021, by and between Michael Hawkins (the "**Executive**") and WORKIVA INC., a Delaware corporation (the "**Company**").

WHEREAS, the Company desires to continue to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to continue to be employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the parties agree as follows:

1. Term. The term of the Executive's employment hereunder shall be effective as of even date herewith (the "Effective Date"). The period during which the Executive is employed by the Company hereunder is referred to as the "Employment Term."

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the Executive Vice President, Sales of the Company, reporting to the Chief Executive Officer. In such position, the Executive shall have such duties, authority and responsibility as shall be determined from time to time by the Company's Chief Executive Officer, which duties, authority and responsibility are consistent with the Executive's position. The Executive shall, if requested by the Company, also serve as a member of the board of directors of the Company (the "**Board**") or as an officer or director of any affiliate of the Company for no additional compensation.

2.2 Duties. During the Employment Term, the Executive shall devote substantially all of his business time and attention to the performance of the Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Company's Chief Executive Officer. Notwithstanding the foregoing, the Executive will be permitted to (a) with the prior written consent of the Board (which consent can be withheld by the Board in its discretion) act or serve as a director, trustee, committee member or principal of any type of business, civic or charitable organization as long as such activities are disclosed in writing to the Company's Chief Legal Officer in accordance with any Company conflict of interest policy that may be in effect from time to time, and (b) purchase or own less than five percent (5%) of the publicly traded securities of any corporation; provided that, such ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, such corporation and that with respect to such ownership the Executive complies with any Company Customer Confidentiality and Securities Trading Policy in effect from time to time; provided further that, the activities described in clauses (a) and (b) do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in **Section 2** hereof.

3. Place of Performance. The principal place of Executive's employment shall be the Executive's home located in Los Angeles, CA; provided that, the Executive may be required to travel on Company business during the Employment Term.

4. Compensation.

4.1 Base Salary. The Company shall pay the Executive an annual rate of base salary of \$400,000.00 in periodic installments in accordance with the Company's customary payroll practices, but no less frequently than monthly. The Executive's base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary**".

4.2 Annual Bonus.

(a) For each complete fiscal year of the Employment Term, the Executive shall have the opportunity to earn an annual bonus (the "**Annual Bonus**"), which bonus, if any, shall be determined in the sole and absolute discretion of the Board or any Compensation Committee of the Board (the "**Compensation Committee**"). The Board or the Compensation Committee, if any, shall also have the sole and absolute discretion to adopt a performance-based bonus plan or arrangement, in which case the Executive shall participate in such plan or arrangement on terms commensurate with other executive employees of the Company, provided that the Board or the Compensation Committee, if any, shall have the sole and absolute discretion to establish the level of target bonus ("**Target Bonus**") for each participant in any such plan based on the relative seniority and responsibility levels of the participants. For any fiscal year with respect to which the Board or the Compensation Committee, if any, has not established a Target Bonus for the Executive, for purposes of this Agreement the Executive's Target Bonus shall be deemed to be equal to 75% of the Executive's Base Salary as in effect on the first day of such fiscal year.

(b) The Annual Bonus, if any, will be paid within two and a half (2 1/2) months after the end of the applicable fiscal year.

(c) Except as otherwise provided in **Section 5**, in order to be eligible to receive an Annual Bonus, the Executive must be employed by the Company on the last day of the applicable fiscal year.

4.3 Equity Awards. During the Employment Term the Executive shall be eligible to receive grants pursuant to the Company's equity compensation plan as in effect from time to time (the "Equity Plan"), subject to the terms of the Equity Plan, as determined by the Board or the Compensation Committee, in its discretion.

4.4 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company, and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company.

4.5 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time (collectively, "**Employee Benefit Plans**"), on a basis which is no less favorable than is provided to other similarly situated executives of the Company, to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

4.6 Vacation. During the Employment Term, the Executive shall be entitled to a minimum of fifteen paid vacation days per calendar year (prorated for partial years) in accordance with the Company's vacation policies, as in effect from time to time.

4.7 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred by the Executive in connection with the performance of the Executive's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

4.8 Indemnification.

(a) In the event that the Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), other than any Proceeding initiated by the Executive or the Company related to any contest or dispute between the Executive and the Company or any of its affiliates with respect to this Agreement or the Executive's employment hereunder, by reason of the fact that the Executive is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise, the Executive shall be indemnified and held harmless by the Company to the maximum extent permitted under applicable law from and against any liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys' fees). Costs and expenses incurred by the Executive in defense of such Proceeding (including attorneys' fees) shall be paid by the Company in advance of the final disposition of such litigation upon receipt by the Company of: (i) a written request for payment; (ii) appropriate documentation evidencing the incurrence, amount and nature of the costs and expenses for which payment is being sought; and (iii) an undertaking adequate under applicable law made by or on behalf of the Executive to repay the amounts so paid if it shall ultimately be determined that the Executive is not entitled to be indemnified by the Company under this Agreement.

(b) During the Employment Term and for a period of six (6) years thereafter, the Company or any successor to the Company shall purchase and maintain, at its own expense, directors' and officers' liability insurance providing coverage to the Executive on terms that are no less favorable than the coverage provided to other directors and senior officers of the Company.

4.9 Clawback Provisions. Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

5. Termination of Employment. The Employment Term and the Executive's employment hereunder may be terminated by either the Company or the Executive at any time and for any reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least ten business days' advance written notice of any termination of the Executive's employment. Upon termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this **Section 5** and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 Termination for Cause or Without Good Reason

(a) The Executive's employment hereunder may be terminated by the Company for Cause or by the Executive without Good Reason. If the Executive's employment is terminated by the Company for Cause or by the Executive without Good Reason, the Executive shall be entitled to receive:

- (i) any accrued but unpaid Base Salary and accrued but unused vacation, which shall be paid on the pay date immediately following the Termination Date (as defined below) in accordance with the Company's customary payroll procedures;
- (ii) any earned but unpaid Annual Bonus with respect to any completed fiscal year immediately preceding the Termination Date, which shall be paid on the otherwise applicable payment date except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement;
- (iii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and
- (iv) such employee benefits, if any, as to which the Executive may be entitled under the Company's employee benefit plans as of the Termination Date; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iv) are referred to herein collectively as the **Accrued Amounts**". The treatment of any outstanding equity awards shall be determined in accordance with the terms of the Equity Plan and the applicable award agreements.

(b) For purposes of this Agreement, "**Cause**" shall mean:

- (i) any action by the Executive while employed by the Company involving willful gross misconduct having a material adverse effect on the Company;
- (ii) the Executive's willful failure to perform his duties (other than any such failure resulting from incapacity due to physical or mental illness); or
- (iii) the Executive being convicted of (a) a felony under the laws of the United States or any state or (b) a felony under the laws of any other country or political subdivision thereof involving moral turpitude.

For purposes of this provision, no act or failure to act on the part of the Executive shall be considered **willful** unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company.

Termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Board (after reasonable written notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that the Executive has engaged in the conduct described in any of (i)-(iii) above.

(c) For purposes of this Agreement, **"Good Reason"** shall mean the occurrence of any of the following, in each case during the Employment Term:

- (i) a reduction in the Executive's Base Salary without the Executive's written consent, other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;
- (ii) a material reduction in the Executive's Target Bonus opportunity from any Target Bonus opportunity in effect for the prior fiscal year without the Executive's written consent;
- (iii) a relocation of the Executive's principal place of employment by more than 50 miles without the Executive's written consent;
- (iv) any material breach by the Company of any material provision of this Agreement or any material provision of any other agreement between the Executive and the Company;
- (v) any Change of Control of the Company;
- (vi) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where such assumption occurs by operation of law;
- (vii) a material, adverse change in the Executive's title, authority, duties or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law) without the Executive's written consent; or
- (viii) a material adverse change in the reporting structure applicable to the Executive without the Executive's written consent.

The Executive cannot terminate his employment for Good Reason (other than pursuant to Section 5.1(c)(v)) unless he has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 90 calendar days of the initial existence of such grounds and the Company has had at least 15 calendar days from the

date on which such notice is provided to cure such circumstances. If the Executive does not terminate his employment for Good Reason within 120 days after the first occurrence of the applicable grounds (other than Section 5.1(c)(v)), then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to such grounds.

5.2 Termination Without Cause or for Good Reason The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts and, subject to the Executive's compliance with **Section 6**, **Section 7** and **Section 8** of this Agreement and his execution of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the "**Release**"), the Executive shall be entitled to receive the following:

(a) A lump sum payment, which shall be paid within 30 days following the Termination Date, equal to two times the sum of the Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs.

(b) With respect to the fiscal year in which the Termination Date occurs, an amount equal to (X) the Annual Bonus paid to Executive in respect of the last calendar year for which Executive received a bonus prior to the Termination Date, multiplied by (Y) a fraction, the numerator of which is the number of days between first day of the calendar year in which the Termination Date occurs and the Termination Date and the denominator of which is 365, payable in a single payment concurrent with the payment of the amounts due under Section 5.2(a) hereof;

(c) If the Executive timely and properly elects continuation coverage under the Consolidated Omnibus Reconciliation Act of 1985 ("**COBRA**"), the Company shall reimburse the Executive the difference between the monthly COBRA premium paid by the Executive for himself and his dependents and the monthly premium amount paid by similarly situated active executives. Such reimbursement shall be paid to the Executive on the tenth day of the month immediately following the month in which the Executive timely remits the premium payment. The Executive shall be eligible to receive such reimbursement until the earliest of: (i) the eighteen-month anniversary of the Termination Date; (ii) the date the Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer.

(d) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the Equity Plan and the applicable award agreements; provided that notwithstanding the terms of the Equity Plan or any applicable award agreements:

(i) all outstanding unvested stock or equity unit options, appreciation units and stock appreciation rights, granted to the Executive during the Employment Term shall become fully vested and exercisable for the remainder of their full term;

(ii) all outstanding equity-based compensation awards other than stock options, appreciation units and stock appreciation rights that are not intended to qualify as performance-based compensation under Section 162(m) (4)(C) of the Internal Revenue Code of 1986, as amended (the "**Code**") shall become fully vested and the restrictions thereon shall lapse; provided that, any delays in the settlement or payment of such awards that are set forth in the applicable award agreement and that are required under Section 409A of the Code

("Section 409A") shall remain in effect; and

(iii) all outstanding equity-based compensation awards other than stock or equity unit options, appreciation units and stock appreciation rights that are intended to constitute performance-based compensation under Section 162(m)(4)(C) of the Code ("Section 162(m)") shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied.

(e) Upon any termination of Executive's employment by the Company other than for Cause or upon termination by the Executive for Good Reason, Executive shall be released from the restrictive covenants set forth in Section 7 of this Agreement.

5.3 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the following:

(i) the Accrued Amounts;

(ii) a lump sum payment, which shall be paid within 30 days following the Termination Date, equal to the sum of the Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs;

(iii) with respect to the fiscal year in which the Termination Date occurs, an amount equal to (X) the Annual Bonus paid to Executive in respect of the last calendar year for which Executive received a bonus prior to the Termination Date, multiplied by (Y) a fraction, the numerator of which is the number of days between first day of the calendar year in which the Termination Date occurs and the Termination Date and the denominator of which is 365, payable in a single payment concurrent with the payment of the amounts due under Section 5.3(b)(ii) hereof; and

(iv) the treatment of any outstanding equity awards shall be determined in accordance with the terms of the Equity Plan and the applicable award agreements; provided that notwithstanding the terms of the Equity Plan or any applicable award agreements:

(A) all outstanding unvested stock or equity unit options, appreciation units and stock appreciation rights, granted to the Executive during the Employment Term shall become fully vested and exercisable for the remainder of their full term;

(B) all outstanding equity-based compensation awards other than stock options, appreciation units and stock appreciation rights that are not intended to qualify as performance-based compensation under Section 162(m)(4)(C) shall become fully vested and the restrictions thereon shall lapse; provided that, any delays in the settlement or payment of such awards that are set forth in the applicable award agreement and that are required under Section 409A of the Code ("**Section 409A**") shall remain in effect; and

(C) all outstanding equity-based compensation awards other than stock or equity unit options, appreciation units and stock appreciation rights that are intended to constitute performance-based compensation under Section 162(m)(4)(C) shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied.

Notwithstanding any other provision contained herein, all payments made in connection with the Executive's Disability shall be provided in a manner which is consistent with federal and state law.

(c) For purposes of this Agreement, "**Disability**" shall mean the Executive is entitled to receive long-term disability benefits under the Company's long-term disability plan, or if there is no such plan, the Executive's inability, due to physical or mental incapacity, to substantially perform his duties and responsibilities under this Agreement for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days; provided however, in the event the Company temporarily replaces the Executive, or transfers the Executive's duties or responsibilities to another individual on account of the Executive's inability to perform such duties due to a mental or physical incapacity which is, or is reasonably expected to become, a Disability, then the Executive's employment shall not be deemed terminated by the Company and the Executive shall not be able to resign with Good Reason as a result thereof. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement.

5.4 Change in Control.

(a) Notwithstanding any other provision contained herein, if the Executive's employment hereunder is terminated by the Executive for Good Reason or by the Company without Cause (other than on account of the Executive's death or Disability), in each case within three (3) months prior to or twelve (12) months following a Change in Control, the Executive shall be entitled to receive the Accrued Amounts and, subject to the Executive's compliance with **Section 6** and **Section 8** of this Agreement and his execution of a Release, the Executive shall be entitled to receive the following:

- (i) a lump sum payment equal to three (3) times the sum of the Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within 30 days following the Termination Date; and
 - (ii) a lump sum payment equal to the Executive's Target Bonus for the fiscal year in which the Date of Termination occurs (or if greater, the year in which the Change in Control occurs), which shall be paid within 30 days following the Termination Date;
 - (b) If the Executive timely and properly elects continuation coverage under COBRA, the Company shall reimburse the Executive the difference between the monthly COBRA premium paid by the Executive for himself and his dependents and the monthly premium amount paid by similarly situated active executives. Such reimbursement shall be paid to the Executive on the tenth of the month immediately following the month in which the Executive timely remits the premium payment. The Executive shall be eligible to receive such reimbursement until the earliest of: (i) the eighteen-month anniversary of the Termination Date; (ii) the date the Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer.
 - (c) Notwithstanding the terms of any equity incentive plan or award agreements, as applicable, in the event of a Change in Control:
 - (i) all outstanding unvested stock or equity unit options, appreciation units and stock appreciation rights granted to the Executive during the Employment Term shall become fully vested and exercisable for the remainder of their full term;
 - (ii) all outstanding equity-based compensation awards other than stock or equity unit options, appreciation units and stock appreciation rights that are not intended to qualify as performance-based compensation under Section 162(m)(4)(C) shall become fully vested and the restrictions thereon shall lapse; provided that, any delays in the settlement or payment of such awards that are set forth in the applicable award agreement and that are required under Section 409A shall remain in effect; and
 - (iii) all outstanding equity-based compensation awards other than stock or equity options, appreciation units and stock appreciation rights that are intended to constitute performance-based compensation under Section 162(m)(4)(C) shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied.
 - (d) For purposes of this Agreement, **"Change in Control"** shall mean the occurrence of any of the following:
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- (i) one person (or more than one person acting as a group) acquires beneficial ownership of voting securities of the Company that, together with the voting securities held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the Company's then outstanding voting securities;
- (ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) beneficial ownership of the Company's voting securities possessing 30% or more of the total voting power of the Company's then outstanding voting securities;
- (iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or
- (iv) the sale of all or substantially all of the Company's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets under Section 409A.

5.5 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to **Section 5.3(a)** on account of the Executive's death) shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with **Section 20**. The Notice of Termination shall specify:

- (a) The termination provision of this Agreement relied upon;
- (b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and
- (c) The applicable Termination Date.

5.6 Termination Date. The Executive's Termination Date shall be:

- (a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;
- (b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;
- (c) If the Company terminates the Executive's employment hereunder for Cause, the date the Notice of Termination is delivered to the Executive;
- (d) If the Company terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination, which shall be no less than ten days following the date on which the Notice of Termination is delivered; provided that, the Company shall have the option to provide the Executive with a lump sum payment equal to ten days' Base Salary in lieu of such notice, which shall be paid in a lump sum on the Executive's Termination Date and for all purposes of this Agreement, the

Executive's Termination Date shall be the date on which such Notice of Termination is delivered; and

(e) If the Executive terminates his employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination, which shall be no less than ten days following the date on which the Notice of Termination is delivered; provided that, the Company may waive all or any part of the ten-day notice period for no consideration by giving written notice to the Executive and for all purposes of this Agreement, the Executive's Termination Date shall be the date determined by the Company.

Notwithstanding anything contained herein, the Termination Date shall not occur until the date on which the Executive incurs a "separation from service" within the meaning of Section 409A.

5.7 Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and except as provided in **Section 5.2(c)**, any amounts payable pursuant to this **Section 5** shall not be reduced by compensation the Executive earns on account of employment with another employer.

5.8 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the board of directors (or a committee thereof) of the Company or any of its affiliates.

5.9 Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("**Covered Payments**") constitute parachute payments ("**Parachute Payments**") within the meaning of Section 280G of the Code and would, but for this **Section 5.9** be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then the Covered Payments shall be either (i) reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "**Reduced Amount**") or (ii) payable in full if the Executive's receipt on an after-tax basis of the full amount of payments and benefits (after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax)) would result in the Executive receiving an amount greater than the Reduced Amount on an after-tax basis. Any reduction in the Covered Payments shall be made in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

(b) All calculations and determinations under this **Section 5.9** shall be made by an independent accounting firm or independent tax counsel appointed by the Company (the "**Tax Counsel**") whose determinations shall be conclusive and binding on the Company and the

Executive for all purposes. For purposes of making the calculations and determinations required by this **Section 5.9**, the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company and the Executive shall furnish the Tax Counsel with such information and documents as the Tax Counsel may reasonably request in order to make its determinations under this **Section 5.9**. The Company shall bear all costs the Tax Counsel may reasonably incur in connection with its services.

6. Confidential Information. As a condition to the commencement of employment, on or prior to the Effective Date, the Executive shall execute and deliver to the Company the Company Confidential Information and Invention Assignment Agreement, a copy of which is attached hereto as Annex A.

7. Restrictive Covenants.

7.1 Executive acknowledges and agrees that (i) by virtue of Executive's employment with the Company will learn valuable trade secrets and other confidential, proprietary information, including the Company's customer and potential customer lists, relating to the Company's business, (ii) Executive's skills, knowledge and services to the Company are unique in nature, (iii) the Company's business is international in scope and (iv) the Company would be irreparably damaged if Executive were to provide services to any person or entity in violation of the restrictions contained in this Agreement. Accordingly, as a condition of and inducement to the Company to enter into this Agreement, Executive agrees that during the Employment Term and, except as otherwise provided in **Section 5.2(f)** hereof or the last paragraph of this **Section 7**, for an additional six (6) months thereafter (such period being referred to herein as the "Restricted Period"), neither Executive nor any Affiliate of Executive (as defined below) shall, directly or indirectly, either for Executive or for any other person or entity:

- (a) in any area in which the Company conducts any phase of its business including production, promotional, and marketing activities engage or participate in, or assist, advise or be connected with (including as an employee, owner, partner, shareholder, officer, director, advisor, consultant, agent or otherwise), or permit Executive's name to be used by or render services for, any person or entity engaged in a Competing Business (as hereinafter defined); provided, however, that nothing in this Agreement shall prevent Executive from acquiring or owning, as a passive investment, up to two percent (2%) of the outstanding voting securities of an entity engaged in a Competing Business which are publicly traded on any recognized national securities market, subject to the requirement that Executive comply with the Company Customer Confidentiality and Securities Trading Policy in effect from time to time;
- (b) take any action, in connection with a Competing Business, which might divert from the Company or an Affiliate of the Company any opportunity which would be within the scope of the Company's or such Affiliate's then business;
- (c) solicit or attempt to solicit any person or entity who is or has been (i) a customer of the Company at any time (A) up to the date hereof or (B) during the Restricted Period to purchase Competing Products or Services (as herein defined) from any person or entity (other than the Company) or (ii) a customer, supplier, licensor, licensee or other business relation of the Company at any time (A) up to the date hereof or (B) during the Restricted Period to cease doing business with the Company; provided,

however, that this subsection (c) shall only apply to customers, suppliers, licensors or other business relations of the Company with which the Executive had contact or of which the Executive had knowledge as a result of Executive's employment; or

(d) induce, entice, hire, employ, attempt to hire or employ, solicit or endeavor to entice away from the Company any person employed by the Company or its affiliates at any time during Executive's employment or the Restricted Period, in order to accept employment or association with himself or herself, or any other person, firm, corporation or entity whatsoever; approach any such person for any such purpose, or authorize or knowingly cooperate with the taking of any such action by any other person, firm, corporation or entity.

As used herein, a "**Competing Business**" shall mean a business which engages or is making plans to engage, in whole or in part, in the production, marketing or distributing of products, or the performance, marketing and sale of services, which are competitive with, and are similar to, may be used as substitutes for, or may detract from any products or services of the Company or any Affiliate thereof during the Restricted Period, whether, in the case of products, such products are or were produced by or for the Company for sale by the Company or purchased as finished goods for resale by the Company, or, in the case of services, such services were performed by the Company or by another company or person on behalf of the Company; the products and services subject to these restrictive covenants being herein referred to as "**Competing Products and Services**". As used herein, an "**Affiliate**" shall mean and include any person or entity which controls a party, which such party controls or which is under common control with such party. "**Control**" means the power, direct or indirect, to influence or cause the direction of the management and policies of a person or entity through voting securities, contract or otherwise.

8. Non-disparagement. The Executive agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties.

This **Section 8** does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to the Company's Chief Executive Officer.

9. Acknowledgement. The Executive acknowledges and agrees that the services to be rendered by him to the Company are of a special and unique character; that the Executive will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of the Executive's employment; and that the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of the Company.

The Executive further acknowledges that the amount of his compensation reflects, in part, his obligations and the Company's rights under **Section 6, Section 7 and Section 8** of this Agreement; that he has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of **Section 6, Section 7 and Section 8** of this Agreement or the Company's enforcement thereof.

10. Remedies. In the event of a breach or threatened breach by the Executive of **Section 6, Section 7 or Section 8** of this Agreement, the Executive hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

11. Security.

11.1 Security and Access. The Executive agrees and covenants (a) to comply with all Company security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, passwords, Company intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, software, data security, and any and all other Company facilities, IT resources and communication technologies ("**Facilities Information Technology and Access Resources**"); (b) not to access or use any Facilities and Information Technology Resources except as authorized by the Company; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of the Executive's employment by the Company, whether termination is voluntary or involuntary. The Executive agrees to notify the Company promptly in the event he learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Access Resources or other Company property or materials by others.

11.2 Exit Obligations. Upon (a) voluntary or involuntary termination of the Executive's employment or (b) the Company's request at any time during the Executive's employment, the Executive shall (i) provide or return to the Company any and all Company property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, speakers, webcams, manuals, reports, files, books, compilations, work product, e-mail messages, recordings, tapes, disks, thumb drives or other removable information storage devices, hard drives, and data and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any confidential information or work product, that are in the possession or control of the Executive, whether they were provided to the Executive by the Company or any of its business associates or created by the Executive in connection with his employment by the Company; and (ii) delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Executive's possession or control, including those stored on any non-Company devices, networks, storage locations and media in the Executive's possession or control.

12. Governing Law: Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Iowa without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of Iowa, county of Story. The parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

13. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

14. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and by the Chief Executive Officer of the Company. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

15. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

16. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

17. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

18. Section 409A. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Termination Date (the "**Specified Employee Payment Date**"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

19. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by Conversion, purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

20. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Company:
WORKIVA INC.
2900 University Blvd
Ames, Iowa 50010
Attention: Chief Executive Officer

Copy to:
WORKIVA INC.
118 W. 22nd Street, 10th Floor
New York, NY 10011

Attention: Chief Legal Officer

If to the Executive, to the Executive's address on file with the Company.

21. Representations of the Executive. The Executive represents and warrants to the Company that:

21.1 The Executive's acceptance of employment with the Company and the performance of his duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement or understanding to which he is a party or is otherwise bound.

21.2 The Executive's acceptance of employment with the Company and the performance of his duties hereunder will not violate any non-solicitation, non-competition or other similar covenant or agreement of a prior employer.

22. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state and local taxes in order for the Company to satisfy any withholding tax obligation it may have with respect to such amount under any applicable law or regulation.

23. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

24. Acknowledgment of Full Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WORKIVA INC.

By: /s/ Michael Hawkins

Name: Martin J. Vanderploeg

Title: President and CEO

EXECUTIVE

Signature: /s/ Michael Hawkins

Print Name: Michael Hawkins

Form of Employment Agreement

Each of the following executive officers has entered into an Employment Agreement with the Registrant in the form attached, with the variations noted below.

EXECUTION DATE	February 21, 2023
EXECUTIVE	Julie Iskow
TERM	The term of Executive's employment hereunder will commence on the Effective Date and will continue until terminated as set forth in the Employment Agreement. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."
TITLE	Chief Executive Officer and President
REPORTS TO	The Board of Directors
PRIMARY LOCATION	The Executive's residence in Alamo, California
BASE SALARY	\$610,000
BONUS GUARANTEE	N/A
DEFAULT TARGET BONUS	125%
SIGNING BONUS	N/A
EQUITY AWARDS	During the Employment Term the Executive shall be eligible to receive grants pursuant to the Workiva Inc. 2014 Equity Incentive Plan or such other equity compensation plan as may be in effect from time to time ("Equity Plan"), subject to the terms of the Equity Plan, as determined by the Board or the Compensation Committee, in its discretion.
SEVERANCE MULTIPLE	Two (2)
SEVERANCE MULTIPLE (CIC)	Three (3)
GOVERNING LAW	Iowa

EXECUTION DATE	October 1, 2023
EXECUTIVE	Brandon Ziegler
TERM	The term of Executive's employment hereunder will commence on the Effective Date and will continue until terminated as set forth in the Employment Agreement. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."
TITLE	Executive Vice President, Chief Legal and Administrative Officer and Corporate Secretary
REPORTS TO	The Chief Executive Officer
PRIMARY LOCATION	The Executive's residence in Scarsdale, New York
BASE SALARY	\$400,000
BONUS GUARANTEE	N/A
DEFAULT TARGET BONUS	75%
SIGNING BONUS	N/A
EQUITY AWARDS	During the Employment Term the Executive shall be eligible to receive grants pursuant to the Workiva Inc. 2014 Equity Incentive Plan or such other equity compensation plan as may be in effect from time to time ("Equity Plan"), subject to the terms of the Equity Plan, as determined by the Board or the Compensation Committee, in its discretion.
SEVERANCE MULTIPLE	Two (2)
SEVERANCE MULTIPLE (CIC)	Three (3)
GOVERNING LAW	Delaware

EXECUTION DATE	February 19, 2024
EXECUTIVE	Jill Klindt
TERM	The term of Executive's employment hereunder will commence on the Effective Date and will continue until terminated as set forth in the Employment Agreement. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."
TITLE	Executive Vice President, Chief Financial Officer and Treasurer
REPORTS TO	The Chief Executive Officer
PRIMARY LOCATION	The Executive's residence in Ames, Iowa
BASE SALARY	\$412,000
BONUS GUARANTEE	N/A
DEFAULT TARGET BONUS	75%
SIGNING BONUS	N/A
EQUITY AWARDS	During the Employment Term the Executive shall be eligible to receive grants pursuant to the Workiva Inc. 2014 Equity Incentive Plan or such other equity compensation plan as may be in effect from time to time ("Equity Plan"), subject to the terms of the Equity Plan, as determined by the Board or the Compensation Committee, in its discretion.
SEVERANCE MULTIPLE	Two (2)
SEVERANCE MULTIPLE (CIC)	Three (3)
GOVERNING LAW	Iowa

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into by [EXECUTIVE] ("Executive") and Workiva Inc., a Delaware corporation ("Company") as of [EXECUTION DATE].

WHEREAS, Company desires to employ Executive on the terms and conditions set forth herein; and

WHEREAS, Executive desires to be employed by Company on such terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of Executive's employment hereunder will commence on [EFFECTIVE DATE] ("Effective Date") and will continue until terminated as set forth below. The period during which Executive is employed by Company hereunder is referred to as the "Employment Term."

2. Position and Duties.

2.1 Position. Executive will serve as [TITLE], reporting to Company's [REPORTS TO]. Executive will have such duties, authority and responsibility as may be determined from time to time by Company's [REPORTS TO], which are consistent with Executive's position. Executive will, if requested by Company, also serve as a member of the Board of Directors of Company ("Board") or as an officer or director of any affiliate of Company for no additional compensation.

2.2 Duties. Executive agrees to devote his/her full business time and best efforts, energies and talents to the performance of Executive's duties hereunder. Notwithstanding the foregoing, Executive may engage in personal, charitable, professional and investment activities to the extent such activities do not conflict or interfere with his/her obligations pursuant to this Agreement or to any Company policy, including its Code of Conduct; provided that (i) Executive must disclose any such activity in writing to the [General Counsel/Chief Executive Officer]; and (ii) Executive may not serve as director of a public company or own five percent or more of the publicly traded securities of any company without the prior written consent of the Board, which will not be unreasonably withheld.

2.3 Place of Performance. The principal place of Executive's employment will be Executive's residence in [PRIMARY LOCATION], provided that Executive may be required to travel on Company business as requested during the Employment Term.

3. Compensation.

3.1 Base Salary. Company will pay Executive an annual base salary of \$[BASE SALARY] in accordance with Company's standard payroll practices. Executive's base salary will be reviewed at least annually by the Board, and the Board may, but will not be required to, increase the base salary during the Employment Term. Executive's annual base salary, as in effect from time to time, is referred to as "Base Salary."

3.2 Annual Bonus.

(a) For each complete fiscal year of the Employment Term commencing with the fiscal year ending [DATE, YEAR], Executive will have the opportunity to earn an annual bonus ("Annual Bonus"), which bonus, if any, will be determined in the sole discretion of the Compensation Committee of the Board ("Compensation Committee"). The Compensation Committee will also have the sole discretion to adopt a performance-based bonus plan or arrangement, in which case Executive will participate in such plan or arrangement on terms commensurate with other executives of Company. The Compensation Committee will have the sole discretion to establish the level of target bonus ("Target Bonus") for each participant in any such plan based on the relative seniority and responsibility levels of the participants. For each partial fiscal year of the Employment Term, the amount of Executive's Annual Bonus, if any, will be determined by the Compensation Committee in its sole discretion. Notwithstanding anything in the foregoing to the contrary, for the fiscal year ending [DATE, YEAR], Executive's Target Bonus shall be equal to [DEFAULT TARGET BONUS]% of Executive's Base Salary. For any fiscal year with respect to which the Compensation Committee has not established a Target Bonus for Executive, for purposes of this Agreement, Executive's Target Bonus shall be deemed to be equal to [DEFAULT TARGET BONUS]% of Executive's Base Salary as in effect on the first day of such fiscal year.

(b) The Annual Bonus, if any, will be paid within two-and-a-half months after the end of the applicable fiscal year.

(c) Except as otherwise provided below, in order to be eligible to receive an Annual Bonus, Executive must be employed by Company on the last day of the applicable fiscal year.

3.3 Equity Awards. During the Employment Term, Executive shall be eligible to receive grants pursuant to the Workiva Inc. 2014 Equity Incentive Plan or such other equity compensation plan as may be in effect from time to time ("Equity Plan"), subject to the terms of the Equity Plan, as determined by the Board or the Compensation Committee, in its discretion. The Equity Plan, together with Executive's underlying award agreements, shall be referred to as the "Equity Documents."

3.4 Employee Benefits. Executive will be entitled to receive all employee benefits, including paid time off, and participate in all employee benefit plans maintained by Company from time to time (collectively, "Employee Benefit Plans"), subject to meeting eligibility

requirements. Company reserves the right to amend or terminate any benefit plan at any time in its sole discretion, subject to the terms of such plan and applicable law.

3.5 Business Expenses. Executive will be entitled to reimbursement for all reasonable and necessary out-of-pocket business expenses incurred in connection with the performance of Executive's duties, in accordance with Company's expense reimbursement policies and procedures.

3.6 Indemnification.

(a) Company will provide indemnification to Executive on the same terms provided to other officers and directors, during and after employment, to the full extent provided in Company's organizational documents and by applicable law.

(b) During the Employment Term and for six years beyond the date on which Executive's employment with Company ends, Company will maintain Directors & Officers liability insurance with limits typical for entities of Company's size on terms that are no less favorable than the coverage provided to other directors and senior officers of Company.

(c) Costs and expenses incurred by Executive in defense of any action for which indemnification is provided will be paid by Company in advance of the final disposition of such action upon receipt by Company of: (i) a written request for payment; (ii) documentation evidencing the amount and nature of the costs and expenses for which payment is being sought; and (iii) an agreement by Executive to repay these amounts if it is ultimately determined that Executive is not entitled to indemnification by Company.

(d) Nothing herein shall limit any right that Executive may have in respect of indemnification, contribution, advancement, or liability insurance coverage under any other plan, agreement, policy or arrangement of Company (including the Indemnification Agreement between Company and Executive, dated [IA EXECUTION DATE]) or under applicable law.

3.7 Clawback Provisions. Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to Executive pursuant to this Agreement or any other agreement or arrangement with Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by Company pursuant to any such law, government regulation or stock exchange listing requirement).

4. Termination of Employment. Executive's employment with Company may be terminated in accordance with the provisions below. The date on which Executive's employment terminates is the "Termination Date," provided however, that the Termination Date will not be prior to the date on which Executive incurs a "separation from service" within the meaning of Section 409A.

4.1 Termination for Cause or Without Good Reason

(a) Executive's employment may be terminated by Company immediately for Cause or by Executive without Good Reason upon 30 days' written notice to Company, in which case Executive will be entitled to receive:

- (i) any accrued, unpaid Base Salary and accrued, unused vacation or other paid time off through the Termination Date, which shall be paid on Company's regular payroll date immediately following the Termination Date in accordance with Company's customary payroll procedures;
- (ii) any earned, unpaid Annual Bonus with respect to any completed fiscal year immediately preceding the Termination Date, which will be paid on the otherwise applicable payment date;
- (iii) reimbursement for unreimbursed business expenses in accordance with Company's expense reimbursement policy; and
- (iv) such employee benefits, if any, as to which Executive may be entitled under Company's Employee Benefit Plans as of the Termination Date.

These above items are referred to collectively as the "Accrued Amounts." The treatment of any outstanding equity awards will be determined in accordance with the Equity Documents.

(b) For purposes of this Agreement, "Cause" will mean:

- (i) any action by Executive which has or is reasonably expected to have a material adverse effect on Company;
- (ii) Executive's willful failure to perform his/her material duties (other than any such failure resulting from incapacity due to physical or mental illness);
- (iii) use of alcohol or drugs which materially interferes with the performance of Executive's duties and obligations under this Agreement; or
- (iv) material breach of a material term of this Agreement or any material policy of Company, including its anti-harassment policy.

Cause will not exist unless the Board has provided written notice to Executive of the existence of the circumstances constituting Cause, and if such grounds are curable, Executive has had at least 15 calendar days to cure. Termination of Executive's employment will not be deemed to be for Cause until Company delivers to Executive a copy of a resolution duly adopted by a vote of not less than a majority of the Board (after written notice is provided to Executive and Executive is given an opportunity, with counsel, to be heard before the Board), finding that Executive has engaged in the conduct described.

- (c) For purposes of this Agreement, "Good Reason" will mean the occurrence of any of the following:
- (i) a reduction in Executive's Base Salary without Executive's written consent, other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;
 - (ii) a reduction in Executive's Target Bonus opportunity from any Target Bonus opportunity in effect for the prior fiscal year without Executive's written consent;
 - (iii) a relocation of Executive's principal place of employment by more than 50 miles without Executive's written consent;
 - (iv) Company's failure to obtain an agreement from any successor to assume and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform if no succession had taken place, except where such assumption occurs by operation of law;
 - (v) any material breach by Company of any material provision of this Agreement or any material provision of any other agreement between Executive and Company (including, for the avoidance of doubt, the Equity Documents);
 - (vi) a material, adverse change in Executive's title, authority, duties or responsibilities (other than temporarily while Executive is physically or mentally incapacitated or as required by applicable law) without Executive's written consent; or
 - (vii) a material adverse change in the reporting structure applicable to Executive without Executive's written consent.

Executive may not terminate his/her employment for Good Reason unless Executive has provided written notice to Company of the existence of the circumstances constituting a Good Reason within 60 calendar days of the date he/she becomes aware of the existence of such grounds and Company has had at least 15 calendar days to cure. If Executive does not provide a notice of termination within 120 days after Executive first becomes aware of the occurrence of the applicable grounds, then Executive will be deemed to have waived Executive's right to terminate for Good Reason with respect to such grounds.

4.2 Termination Without Cause or for Good Reason

(a) Executive's employment hereunder may be terminated by Executive for Good Reason or by Company without Cause, upon 30 days' written notice. Company, in its discretion, may pay Executive's salary in lieu of all or part of the notice period. In the event of such termination, Executive will be entitled to receive the Accrued Amounts and, subject to Executive's compliance with Section 5 and Section 7 of this Agreement and execution of a

release in favor of Company in substantially the form attached hereto as Annex A ("Release"), Executive will be entitled to receive the following:

- (i) A lump sum payment, which will be paid within 30 days following the effective date of the Release, equal to [SEVERANCE MULTIPLE] times the sum of Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs.
- (ii) With respect to the fiscal year in which the Termination Date occurs, an amount equal to the Annual Bonus last paid to Executive, prorated for the number of calendar days worked in the year in which the Termination Date occurs, payable in a single payment concurrent with the payment of the amounts due under Section 4.2(a)(i).
- (iii) Subject to Executive's timely election to continue benefits under COBRA, Company will reimburse Executive the difference between the monthly COBRA premium paid by Executive for Executive and Executive's dependents and the monthly premium amount paid by similarly situated active executives. Such reimbursement shall be paid to Executive on the tenth day of the month immediately following the month in which Executive timely remits the premium payment. Executive will be eligible to receive such reimbursement until the earliest of: (i) the 18-month anniversary of the Termination Date; (ii) the date Executive is no longer eligible to receive COBRA coverage; and (iii) the date on which Executive becomes eligible to receive substantially similar coverage from another employer.
- (iv) The treatment of any outstanding equity awards will be determined in accordance with the terms of the applicable Equity Documents; provided that notwithstanding the terms of such Equity Documents, all underlying outstanding unvested stock or equity unit options, appreciation rights, stock appreciation rights and any other equity-based compensation awards thereunder shall become fully vested and exercisable for the remainder of their full term; provided, that any delays in the settlement or payment of such awards that are set forth in the applicable award agreement and that are required under Section 409A of the Code shall remain in effect.

4.3 Death or Disability.

(a) Executive's employment will terminate automatically upon Executive's death during the Employment Term, and Company may terminate Executive's employment on account of Executive's Disability. In the event of such termination, Executive (or Executive's estate and/or beneficiaries, as applicable) will be entitled to receive the Accrued Amounts and,

subject to Executive's compliance with Section 5 and Section 7 of this Agreement, as applicable, and execution of the Release by Executive or his/her estate, as applicable, Executive will be entitled to receive the following:

- (i) A lump sum payment, which will be paid within 30 days following the effective date of the Release, equivalent to the sum of Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs.
- (ii) With respect to the fiscal year in which the Termination Date occurs, an amount equal to the Annual Bonus last paid to Executive, prorated for the number of calendar days worked in the year in which the Termination Date occurs, payable in a single payment concurrent with the payment of the amounts due under Section 4.3(a)(i).
- (iii) Subject to Executive's timely election to continue benefits under COBRA, Company will reimburse Executive the difference between the monthly COBRA premium paid by Executive for Executive and Executive's dependents and the monthly premium amount paid by similarly situated active executives. Such reimbursement shall be paid to Executive on the tenth day of the month immediately following the month in which Executive timely remits the premium payment. Executive will be eligible to receive such reimbursement until the earliest of: (i) the 18-month anniversary of the Termination Date; (ii) the date Executive is no longer eligible to receive COBRA coverage; and (iii) the date on which Executive becomes eligible to receive substantially similar coverage from another employer.
- (iv) The treatment of any outstanding equity awards will be determined in accordance with the terms of the applicable Equity Documents; provided that notwithstanding the terms of such Equity Documents, all underlying outstanding unvested stock or equity unit options, appreciation rights, stock appreciation rights and any other equity-based compensation awards thereunder shall become fully vested and exercisable for the remainder of their full term; provided, that any delays in the settlement or payment of such awards that are set forth in the applicable award agreement and that are required under Section 409A of the Code shall remain in effect.

(b) For purposes of this Agreement, "Disability" will mean Executive is entitled to receive long-term disability benefits under Company's long-term disability plan, or if there is no such plan, Executive's inability, due to physical or mental incapacity, to substantially perform Executive's duties and responsibilities under this Agreement for 180 days out of any 365-day period, or 120 consecutive days.

4.4 Change in Control.

(a) Notwithstanding any other provision contained herein, if Executive's employment is terminated by Executive for Good Reason or by Company without Cause, in each case within three months prior to or two years following a Change in Control, Executive will be entitled to receive the Accrued Amounts and, subject to Executive's compliance with Section 5 and Section 7 of this Agreement and Executive's execution of a Release, will be entitled to receive the following:

- (i) A lump sum payment equal to [CIC SEVERANCE MULTIPLE] times the sum of Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs (or if greater, the year immediately preceding the year in which the Termination Date occurs), which shall be paid within 30 days following the effective date of the Release.
- (ii) A lump sum payment equal to Executive's Target Bonus for the fiscal year in which the Termination Date occurs (or if greater, the year in which the Termination Date occurs), which shall be paid within 30 days following the effective date of the Release.
- (iii) Subject to Executive's timely election to continue benefits under COBRA, Company will reimburse Executive the difference between the monthly COBRA premium paid by Executive for Executive and Executive's dependents and the monthly premium amount paid by similarly situated active executives. Such reimbursement shall be paid to Executive on the tenth day of the month immediately following the month in which Executive timely remits the premium payment. Executive will be eligible to receive such reimbursement until the earliest of: (i) the 18-month anniversary of the Termination Date; (ii) the date Executive is no longer eligible to receive COBRA coverage; and (iii) the date on which Executive becomes eligible to receive substantially similar coverage from another employer.
- (iv) The treatment of any outstanding equity awards will be determined in accordance with the terms of the applicable Equity Documents; provided that notwithstanding the terms of such Equity Documents, all underlying outstanding unvested stock or equity unit options, appreciation rights, stock appreciation rights and any other equity-based compensation awards thereunder shall become fully vested and exercisable for the remainder of their full term; provided, that any delays in the settlement or payment of such awards that are set forth in the applicable award agreement and that are required under Section 409A of the Code shall remain in effect.

- (b) For purposes of this Agreement, "Change in Control" will mean the occurrence of any of the following:
- (i) one person (or more than one person acting as a group) acquires beneficial ownership of voting securities of Company that, together with the voting securities held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of Company's then outstanding voting securities;
 - (ii) one person (or more than one person acting as a group) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition) beneficial ownership of Company's voting securities possessing 30 percent or more of the total voting power of Company's then outstanding voting securities;
 - (iii) a majority of the members of the Board are replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or
 - (iv) the sale of all, or substantially all, of Company's assets.

Notwithstanding the foregoing, a Change in Control will not occur unless such transaction constitutes a change in the ownership of Company, a change in effective control of Company, or a change in the ownership of a substantial portion of Company's assets under Section 409A. For the avoidance of doubt, a Change in Control will not, by itself, result in the payment of the foregoing amounts or the vesting of any equity awards, except as expressly set forth in the applicable Equity Documents.

4.5 Mitigation. Executive will not be obligated to seek other employment or otherwise mitigate the amounts payable under this Agreement, and except as provided above with respect to Company's contribution to post-employment COBRA benefits, any amounts due Executive will not be reduced by compensation earned through employment with another employer.

4.6 Resignation of All Other Positions. Upon termination of Executive's employment hereunder for any reason, Executive will be deemed to have resigned from all positions that Executive holds as an officer or member of the board of directors (or a committee thereof) of Company or any of its affiliates.

4.7 Section 280G.

(a) If any amount or benefit provided to Executive under this Agreement or otherwise ("Covered Payments") would be an "excess parachute payment" as defined in Section 280G of the Internal Revenue Code ("Code") that subjects Executive to the excise tax imposed under Section 4999 of the Code (or any similar tax) ("Excise Tax"), then the Covered Payments will be provided to Executive (i) in full, or (ii) as to such lesser amount as would result in no

portion of the Covered Payments being subject to the Excise Tax ("Reduced Payment"), whichever of the foregoing amounts, after taking into account applicable federal, state, local and foreign taxes and the Excise Tax, results in Executive's receipt on an after-tax basis of the greatest amount of Covered Payments, notwithstanding that all or some portion of the Covered Payments may be subject to the Excise Tax. Any reduction will be made consistent with Section 409A of the Code and its regulations.

(b) All calculations and determinations under this section will be made by an independent tax advisor appointed by Company, based on information provided by Company and/or Executive. Company will bear any costs incurred in connection with these calculations.

5. Confidential Information.

5.1 Executive acknowledges and agrees that he/she has executed the Confidential Information and Invention Assignment Agreement, effective [CIIAA EXECUTION DATE] ("Confidentiality Agreement") and continues to be bound by it.

5.2 Nothing in this Agreement or the Confidentiality Agreement will prevent (i) Executive from disclosing documents and information to the extent reasonably necessary in connection with any matter involving Executive's rights or obligations under this Agreement or otherwise, or when required by law, (ii) Executive from retaining documents and information relating to his/her personal rights and obligations and his/her personal contact list; or (iii) Executive from disclosing documents and information to any attorney, financial advisor, tax preparer, or other professional for the purpose of securing professional advice.

6. Restrictive Covenants.

6.1 Executive acknowledges and agrees that (i) by virtue of Executive's employment with Company, Executive will have access to valuable trade secrets and other confidential and proprietary information, relating to Company's business, (ii) Executive's skills, knowledge and services to Company are unique in nature, (iii) Company's business is international in scope, and (iv) Company would be irreparably damaged if Executive were to violate the restrictions contained in this Agreement. Accordingly, Executive agrees that during the Employment Term and for one year following the termination of employment for any reason other than by Executive for Good Reason or by Company without Cause ("Restricted Period"), Executive will not:

(a) Perform any services for, provide business advice to or permit Executive's name to be used by a Direct Competitor (as hereinafter defined); provided that nothing in this Agreement will prevent Executive from acquiring or owning up to two percent of the outstanding voting securities of any Direct Competitor which is publicly traded, subject to Executive's compliance with Company policies then in effect;

(b) Take any action, in connection with or on behalf of a Direct Competitor, which might divert from Company any opportunity which would be within the scope of Company's then business;

(c) Directly or through a third party acting with information Executive has provided, solicit any person or entity who is or has been (i) a customer of Company at any time to purchase any Competing Products or Services from any person or entity other than Company; or (ii) a customer, vendor or other business relation of Company at any time to cease doing business with Company; provided, however, that this subsection will apply only to customers, vendors or other business relations of Company with which Executive had contact or of which Executive had knowledge as a result of Executive's employment; or

(d) Directly or through a third party acting with information Executive has provided solicit, encourage or induce any employee or consultant of Company to terminate his/her relationship with Company; provided that the foregoing will not be violated by any general solicitation not targeted at the prohibited group or by Executive serving as a reference upon request.

(e) As used herein, a "Direct Competitor" is any individual or entity that provides cloud-based solutions for improving productivity, collaboration and accountability in the areas of accounting, finance, risk and compliance, and any other such product or service as may be developed or marketed by Company during the Employment Term, including any Environmental, Sustainability and Governance solutions. The products and services subject to the foregoing definition are referred to as "Competing Products and Services."

(f) Executive acknowledges and agrees that the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of Company.

7. Non-disparagement.

7.1 Executive agrees that Executive will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning Company or any of its employees, officers and existing and prospective customers, suppliers, investors and other associated third parties.

7.2 Company agrees and covenants not to permit its officers, directors and senior management team to make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning Executive.

7.3 This section does not restrict or impede the parties from exercising protected rights, including whistleblower rights, to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court or government agency, provided that such compliance does not exceed that required by any law, regulation or order. To the extent permissible, Executive shall, as soon as reasonably practicable, provide written notice of any such order to Company's [Chief Legal and Administrative Officer/Chief Executive Officer].

8. Remedies. In the event of a breach or threatened breach by Executive of the Restrictive Covenants, Non-Disparagement or Confidentiality provisions of this Agreement, Executive

hereby consents and agrees that Company will be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. This equitable relief will be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

9. Security.

9.1 Security and Access. Executive agrees to comply with all Company security policies and procedures as in effect from time to time. Executive agrees to notify Company promptly in the event Executive learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any technology or other Company property or materials by others.

9.2 Return of Property. Upon termination of Executive's employment for any reason or upon Company's request at any time, Executive will return to Company all Company property, including access cards, computers and related equipment, cell phones, electronic files, work product, removable storage devices, hard drives and all Company documents and materials belonging to Company and stored in any fashion. Executive must further delete or destroy all copies of any such documents and materials that remain in Executive's possession or control and cannot be returned, including those stored on any non-Company devices.

10. Governing Law: Jurisdiction and Venue. This Agreement will be construed in accordance with the laws of [STATE] without regard to its conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement will be brought only in a state or federal court located in the state of [STATE].

11. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between Executive and Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings or agreements, written and oral, with respect to such subject matter, including any prior employment agreement between Executive and Company. For clarity, this Agreement does not supersede the Equity Documents other than as set forth in Section 4.

12. Modification/Severability. In the event any restriction set forth in this Agreement is determined by a court to be unreasonable and/or unenforceable with respect to scope, time, or geographical or customer coverage, such restriction may be modified and narrowed by the court, so as to provide the maximum legally enforceable protection of Company's interests as described in this Agreement, and without negating or impairing any other restrictions or agreements set forth herein. Otherwise, no alteration or modification to this Agreement will be valid unless in writing and executed by both Parties.

13. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

14. Section 409A.

14.1 This Agreement and any payment made in respect hereto is intended to be exempt from Section 409A or, if and to the extent subject to Section 409A, to comply therewith and will be construed and administered in accordance with Section 409A of the Code. Any payments under this Agreement that may be excluded from Section 409A under the involuntary termination separation pay exemption or the short-term deferral exemption shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement will be treated as a separate payment. If any reimbursements under this Agreement are subject to Section 409A, (i) the amount of expenses eligible for reimbursement during any calendar year will not affect the expenses eligible for reimbursement in any other calendar year, (ii) the right to such reimbursements may not be liquidated or exchanged for any other benefit, and (iii) reimbursement payments will be made to Executive as soon as practicable following the date that the expense is incurred, but no later than the last day of the calendar year following the calendar year in which the expense is incurred. Notwithstanding the foregoing, Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event will Company be liable for any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

14.2 Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Executive in connection with Executive's termination of employment is determined to be "nonqualified deferred compensation" and Executive is determined to be a "specified employee," each as defined in Section 409A, then such payment or benefit will not be paid until the first payroll date following the six-month anniversary of the Termination Date ("Specified Employee Payment Date"). Any payments that would otherwise have been paid before the Specified Employee Payment Date will be paid to Executive in a lump sum on the Specified Employee Payment Date and any remaining payments will be paid in accordance with their original schedule.

15. Successors and Assigns. This Agreement is personal to Executive and will not be assigned by Executive. Company may assign this Agreement to any successor or assign to all or substantially all of the business or assets of Company.

16. Notice. Notices and all other communications provided for in this Agreement will be in writing and transmitted by means of the method most frequently used to communicate with the other party.

17. Representations of Executive. Executive represents and warrants to Company that his/her acceptance of employment with Company and the performance of Executive's duties

hereunder will not conflict with or result in a breach of any contract, agreement or understanding to which Executive is a party or is otherwise bound.

EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WORKIVA INC.

By: _____

Name: _____

Title: _____

[EXECUTIVE]

Signature: _____

Print Name: _____

Annex A

SEVERANCE AGREEMENT AND GENERAL RELEASE

This Severance Agreement and General Release is being entered into by Workiva Inc. ("Company") and [EXECUTIVE] ("Executive") (together, "Parties").

WHEREAS, the Parties previously entered into an Employment Agreement dated [EFFECTIVE DATE];

WHEREAS, [Company now wishes to terminate Executive's employment without Cause] OR [Executive is resigning for a Good Reason] as defined in the Employment Agreement;

WHEREAS, Executive is entitled to certain payments and benefits under the Employment Agreement in exchange for a general release of claims; and

WHEREAS, the Parties wish to resolve all matters related to Executive's employment with and termination from Company in an amicable manner.

THEREFORE, in consideration of the mutual agreements and promises contained herein, the Parties agree as follows:

1. TERMINATION DATE.

1.1. Executive's employment with Company is terminated effective _____ ("Termination Date").

2. VALUABLE CONSIDERATION.

2.1. Company agrees to provide Executive with all payments and benefits set forth in section 4 of the Employment Agreement in accordance with the terms set forth therein ("Severance").

2.2. Executive acknowledges that the benefits described above are being provided to him/her expressly in exchange for his/her entering into this Agreement.

3. RELEASE, WAIVER AND COVENANTS NOT TO SUE.

3.1. Executive hereby releases and waives all claims and causes of action of any kind that he/she has, known and unknown, against Company, including its owners, officers, directors, parents, subsidiaries, Executives, affiliates, agents, attorneys, joint ventures, successors and/or assigns (Company together with these individuals and entities are referred to as the "Released Parties"). This release and waiver includes all claims and causes of action that he/she has under any federal, state or local law, including Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Executive Retirement Income Security Act and the Iowa Civil Rights Act. It also includes any common law claims, such as contract and tort claims.

3.2. Executive also agrees not to file any lawsuit based on claims he/she has released in this Agreement, although he/she may participate in an investigation or proceeding conducted by an administrative agency provided he/she agrees to waive his/her right to any monetary recovery.

3.3. Executive understands that nothing in this Agreement prevents him/her from reporting possible violations of federal or state law or regulation to any governmental agency or entity, including the Equal Employment Opportunity Commission and the Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Executive further understands that this Agreement does not limit his/her ability to file a complaint or participate in any investigation or proceeding that may be conducted by any government agency, including by providing documents or other information, without notice to Workiva, provided Executive agrees to waive rights to any monetary recovery, except for any monetary recovery as a whistleblower.

3.4. This release and waiver by Executive does not apply to any claims or rights under the Age Discrimination in Employment Act based on events that take place after the date on which he/she signs this Agreement or claims to enforce this Agreement

4. CONFIDENTIALITY.

4.1. Executive agrees not to disclose the existence or terms of this Agreement to any third party without the prior written consent of Company, except that he/she may discuss the terms of this Agreement with his/her attorney, spouse, tax advisor and as required by law.

5. RETURN OF PROPERTY.

5.1. Executive agrees promptly to return all property of Company in his/her possession or control, wherever located, including all documents and files pertaining to Company or its interests, whether in electronic form or otherwise and whether deemed confidential or not, by no later than _____.

6. NON-DISPARAGEMENT.

6.1. Executive confirms and agrees that he/she will not make any oral or written statements to any third party about any of the Released Parties that are intended or reasonably likely to disparage any of them in any way. However, he/she is not prohibited from testifying truthfully under oath or providing truthful information in connection with an agency proceeding.

7. KNOWING AND VOLUNTARY RELEASE.

7.1. Executive has 21 days from the date on which he/she receives a copy of this Agreement to decide whether or not to sign it.

7.2. Executive agrees that he/she has signed this Agreement knowingly and voluntarily and not as a result of threats or coercion.

7.3. EXECUTIVE IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

8. ENTIRE AGREEMENT AND SEVERABILITY.

8.1. The Parties agree that this Agreement sets forth the entire agreement between them and supersedes any other written or oral understanding or contract they may have with the exception of those terms of the Employment Agreement which expressly survive the termination of Executive's employment.

8.2. The Parties further agree that, if any portion of this Agreement is held to be invalid or legally unenforceable, the remaining portions of this Agreement will not be affected and will be given full effect.

9. APPLICABLE LAW.

9.1. This Agreement is governed by the laws of the state of [STATE].

10. EFFECTIVE DATE.

10.1. To accept this Agreement, Executive must sign below and deliver it to Company, c/o _____.

10.2. Executive may revoke this Agreement during the seven-day period immediately following his/her execution of the Agreement by delivering a written notice of revocation to Company, c/o _____.

10.3. Assuming no revocation, this Agreement will become final and binding on both Parties on the eighth day following Executive's execution of this Agreement ("Effective Date").

HAVING READ AND UNDERSTOOD THIS AGREEMENT, CONSULTED COUNSEL OR VOLUNTARILY ELECTED NOT TO, AND HAVING HAD SUFFICIENT TIME TO CONSIDER WHETHER TO ENTER INTO THIS AGREEMENT, THE UNDERSIGNED HEREBY EXECUTE THIS AGREEMENT.

WORKIVA INC.

[EXECUTIVE]

By: _____

Title: _____

Date: _____

Date: _____

SUBSIDIARIES OF WORKIVA INC.

Name	Jurisdiction
Workiva Canada ULC	Canada
Workiva Netherlands B.V.	Netherlands
Workiva UK Limited	United Kingdom
Workiva Holdings Limited	United Kingdom
Workiva Singapore Pte. Ltd.	Singapore
Workiva Hong Kong Limited	Hong Kong
Workiva Australia Pty. Ltd.	Australia
Workiva Germany GmbH	Germany
Workiva Ireland Limited	Ireland
Workiva France SAS	France
Workiva Japan G.K.	Japan
Workiva Sweden AB	Sweden
Workiva Spain S.L.	Spain
ParsePort ApS	Denmark
ParsePort B.V.	Netherlands

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3ASR No. 333-233222) of Workiva Inc.,
- (2) Registration Statement (Form S-8 No. 333-266705) pertaining to the 2014 Equity Incentive Plan of Workiva Inc.,
- (3) Registration Statement (Form S-8 No. 333-226647) pertaining to the 2014 Equity Incentive Plan of Workiva Inc.,
- (4) Registration Statement (Form S-8 No. 333-217667) pertaining to the Workiva Inc. 2017 Employee Stock Purchase Plan,
- (5) Registration Statement (Form S-8 No. 333-212869) pertaining to the 2014 Equity Incentive Plan of Workiva Inc., and
- (6) Registration Statement (Form S-8 No. 333-200975) pertaining to the 2014 Equity Incentive Plan and Amended and Restated 2009 Unit Incentive Plan of Workiva Inc.;

of our reports dated February 20, 2024, with respect to the consolidated financial statements of Workiva Inc. and the effectiveness of internal control over financial reporting of Workiva Inc. included in this Annual Report (Form 10-K) of Workiva Inc. for the year ended December 31, 2023.

/s/ Ernst & Young LLP

Chicago, Illinois

February 20, 2024

**CERTIFICATION UNDER SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Julie Iskow, certify that:

1. I have reviewed this Annual Report on Form 10-K of Workiva 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 officer 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 officer 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.

February 20, 2024

/s/ Julie Iskow
Julie Iskow
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION UNDER SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Jill Klindt, certify that:

1. I have reviewed this Annual Report on Form 10-K of Workiva 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 officer 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 officer 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.

February 20, 2024

/s/ Jill Klindt

Jill Klindt

Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)

**CERTIFICATION UNDER SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Julie Iskow, President and Chief Executive Officer of Workiva Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. the Annual Report on Form 10-K of the Company for the period ended December 31, 2023 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

February 20, 2024

/s/ Julie Iskow

Julie Iskow

President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION UNDER SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Jill Klindt, Executive Vice President, Chief Financial Officer, and Treasurer of Workiva Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. the Annual Report on Form 10-K of the Company for the period ended December 31, 2023 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

February 20, 2024

/s/ Jill Klindt

Jill Klindt

Executive Vice President, Chief Financial Officer, and Treasurer
(Principal Financial Officer)

WORKIVA INC.
CLAWBACK POLICY

Section 1. Purpose.

The Board of Directors (the “**Board**”) of Workiva Inc. (the “**Company**”) has adopted this Workiva Inc. Clawback Policy (the “**Policy**”) pursuant to Rule 10D-1 of the Securities and Exchange Act of 1934, as amended (the “**Act**”), the Securities and Exchange Commission (the “**SEC**”) regulations promulgated thereunder and the applicable New York Stock Exchange (the “**NYSE**”) listing standards. The purpose of this Policy is for the Company to recover or cause to be forfeited certain Incentive Compensation of Covered Executives upon the occurrence of an Accounting Restatement. The Policy is intended to align with and underscore the Company’s Code of Conduct.

The Policy is not intended to limit any clawback or forfeiture provisions that are in the Covered Plans or the Company’s other compensation plans or programs. In the event of any conflict between such clawback or forfeiture provisions and the Policy, the terms of the Policy shall govern.

Section 2. Definitions.

“**Accounting Restatement**” shall mean an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (commonly referred to as a “Big R” restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (commonly referred to as a “little r” restatement).

“**Administrator**” shall mean the Committee, unless otherwise designated by the Board.

“**Clawback**” shall mean recoupment or forfeiture of a Covered Executive’s Incentive Compensation whether paid, vested, granted or accrued, upon the occurrence of an Accounting Restatement.

“**Clawback Amount**” shall have the meaning set forth in Section 4 of this Policy.

“**Committee**” shall mean the Compensation Committee of the Board.

“**Covered Executive**” shall mean each of the Company’s current and former executive officers who is or was designated as an officer of the Company in accordance with Rule 16a-1(f) of the Act.

“**Covered Plan**” shall mean any past, present and future compensation arrangement of the Company, including (but not limited to) individual employment agreements and arrangements, cash incentive plans, equity incentive plans and any other compensation plans and programs that provide for Incentive Compensation to the extent applicable to the Covered Executives.

“**Effective Date**” shall mean the date that this Policy is adopted, or as amended from time to time.

“Financial Reporting Measure” shall mean any measure that is determined and in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures derived wholly or in part from such measures. Stock price and total shareholder return are also Financial Reporting Measures. A Financial Reporting Measure need not be presented within the financial statements or included in a filing with the SEC.

“Incentive Compensation” shall mean any compensation or awards that are granted, earned, or vested wholly or in part based upon the attainment of a Financial Reporting Measure, including (but not limited to) stock price, revenue growth, operating income, and operating cash flow.

“Lookback Period” means the three completed fiscal years immediately preceding the Required Restatement Date and any transition period (that results from a change in the Company’s fiscal year) of less than nine months within or immediately following those three completed fiscal years.

“Required Restatement Date” shall mean the earlier to occur of: (a) the date the Company’s Board, Committee or the officer(s) of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (b) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.

“Section 409A” shall mean Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder.

Section 3. Clawback Authority.

The Administrator, in accordance with this Policy and with applicable law, government regulation or stock exchange listing requirements, shall determine whether a Covered Executive shall be subject to Clawback and shall determine the Clawback Amount as set forth in Section 4 of this Policy.

Section 4. Clawback Amount.

- a. Amount Subject to Clawback. Incentive Compensation that is subject to potential recover under this Policy is compensation that is received by a Covered Executive (i) on or after the original effective date of this Policy (even if such Incentive Compensation was approved, awarded or granted prior to the effective date), (ii) after the individual became a Covered Executive, (iii) if that person served as a Covered Executive during the performance period for such Incentive-Based Compensation, and (iv) while the Company has a class of securities listed on a national securities exchange or national securities association.
- b. Amount. The **“Clawback Amount”** shall mean, with respect to each Covered Executive in connection with an Accounting Restatement, the excess of the amount of Incentive Compensation received by the Covered Executive, on a pre-tax basis, during the Lookback Period over the amount of Incentive Compensation that otherwise would have been received, on a pre-tax basis, had it been determined based on the restated amounts. For purposes of this Policy, Incentive Compensation is deemed “received” in the Company’s fiscal period during which the Financial

Reporting Measure specified in the Incentive Compensation award or arrangement is attained, even if the payment or grant of the Incentive Compensation occurs after the end of that period.

c. Method.

- i. Promptly following a determination that any Incentive Compensation is subject to recoupment, repayment or forfeiture, the Administrator shall provide such Covered Executive with a written notice of such Clawback Amount and a demand for repayment or recoupment. Upon receipt of such notice, each affected Covered Executive shall promptly repay or return such Clawback Amount to the Company.
- ii. If such repayment or recoupment is not made within a reasonable time, the Administrator, in its sole discretion, shall recover the Clawback Amount in a reasonable and prompt manner using any lawful method, which may include, without limitation:
 - a. requiring reimbursement of cash previously paid, as well as any Clawback Amount that is deferred and not yet payable, including any interest or earnings accrued;
 - b. seeking recovery of any shares of Company stock that are part of the Clawback Amount;
 - c. seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards;
 - d. offsetting such amount from any compensation the Company otherwise owes to the Covered Executive;
 - e. cancelling outstanding vested or unvested equity awards;
 - f. causing the forfeiture of any unpaid, vested or unvested, compensation; and;
 - g. taking any other remedial and recovery action permitted by law;

provided that recovery of any Clawback Amount must be made in compliance with Section 409A. The applicable Covered Executive shall also be required to reimburse the Company for any and all expenses (including legal fees) reasonably incurred by the Company in recovering such Clawback Amount in accordance with Section 4(c) (ii) of this Policy.

Section 5. Delegation and Authority.

The Committee may delegate to officers of the Company the authority to enforce a Clawback as determined under this Policy. All determinations by the Committee (or its delegate) regarding a Clawback following an Accounting Restatement will be subject to review and approval by the non-employee directors of the Board.

Section 6. Limited Exceptions.

Incentive Compensation will be recovered in accordance with this Policy unless the Board determines that recovery would be impracticable and one of the following conditions is met:

- a. the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered, provided the Company has first made a reasonable effort to recover the Clawback Amount; or
- b. the recovery would likely cause a U.S. tax-qualified retirement plan to fail to meet the requirements of Internal Revenue Code Sections 401(a)(13) and 411(a) and the regulations thereunder.

Reliance on any of the above exemptions will further comply with applicable listing standards, including without limitation, documenting the reason for the impracticability and providing required documentation to NYSE.

Section 7. Applicability of Policy.

This Policy applies to each Covered Plan and all awards issued thereunder regardless of whether the Covered Plan or award issued thereunder specifically includes such language, and each Covered Executive is deemed to have agreed that an award under a Covered Plan is subject to this Policy.

Section 8. No Insurance or Indemnification.

The Company shall not, and each Covered Executive shall be required to acknowledge that the Company will not, indemnify any Covered Executive, directly or indirectly, for any losses that such Covered Executive may incur in connection with the recovery of any Clawback Amount as set forth in this Policy, nor will it pay or reimburse a Covered Executive for any insurance premiums on any insurance policy obtained by the Covered Executive to protect against the forfeiture or recovery of any compensation pursuant to this Policy.

Section 9. Applicable Law; Enforceability.

All provisions of this Policy, including the applicability, interpretation, administration, and enforcement thereof, shall comply with and be subject to applicable law and regulation. If any provision of this Policy is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

Section 10. Amendment and Termination.

The Committee shall have the authority to amend the Policy at any time and for any reason. The Board shall have the authority to terminate the Policy for any time and for any reason. This Policy will be reviewed and modified if necessary to ensure compliance with applicable law, including the Dodd-Frank Wall Street Reform and Consumer Protection Act. Notwithstanding anything herein to the contrary, no amendment or termination of this Policy shall be effective if that amendment or termination would cause the Company to violate any federal securities laws, SEC rules or the rules of any national securities exchange or national securities association on which the Company's securities are listed.

Section 11. Other Recoupment Rights.

The Board intends that this Policy will be applied to the fullest extent of the law. Any Incentive Compensation provided for in an employment agreement or any other compensatory plan or agreement shall, as a condition to the grant of any benefit thereunder, be subject to the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement or other compensation plan or agreement and any other legal remedies available to the Company. This Policy is in addition to any other Clawback or compensation recovery, recoupment or forfeiture policy in effect or that may be adopted by the Company from time to time, or any laws, rules or listing standards applicable to the Company, including without limitation, the Company's right to recoup any bonus or other compensation subject to Section 304 of the Sarbanes-Oxley Act of 2002.

Section 12. Successors.

This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

Effective as of October 27, 2023

Last updated as of October 27, 2023

**ACKNOWLEDGMENT TO
WORKIVA INC.
CLAWBACK POLICY**

By signing below, the undersigned acknowledges and confirms that the undersigned has received and reviewed a copy of the Workiva Inc. (the “**Company**”) Clawback Policy (as it may be amended and in effect from time to time, the “**Policy**”). By signing this Acknowledgement, the undersigned acknowledges and agrees that the undersigned is and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned's employment with, and provision of services to, the Company.

In the event of any inconsistency between the Policy and the terms of any employment or other agreement to which the undersigned is a party, or the terms of any compensation plan, program or agreement under which any compensation has been granted, awarded, earned or paid, the terms of the Policy shall govern.

Further, by signing below, the undersigned acknowledges that the Company will not indemnify the undersigned against the loss of any Clawback Amount (as defined in the Policy) and agrees to abide by the terms of the Policy, including, without limitation, by forfeiting, returning and/or reimbursing any Clawback Amount (as defined in the Policy) to the Company to the extent required by, and in a manner consistent with, the Policy.

Signature

Printed Name

Date