

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2021

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
(888) 275-3125

(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

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

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes No

As of April 30, 2021, there were approximately 42,209,295 shares of the registrant's Class A common stock and 7,784,610 shares of the registrant's Class B common stock outstanding.

WORKIVA INC.
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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Quarterly Report on Form 10-Q are “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and are subject to the safe harbor created thereby. All statements contained in this Quarterly Report on Form 10-Q 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” of our Annual Report on Form 10-K for the year ended December 31, 2020, in “Item 1A. Risk Factors” in Part II of this Quarterly Report on Form 10-Q and in any subsequent filing we make with the SEC, as well as in any documents incorporated by reference that describe risks and factors that could cause results to differ materially from those projected in these forward-looking statements.

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 Quarterly Report on Form 10-Q 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 Quarterly Report on Form 10-Q to conform these statements to actual results or revised expectations.

Part I. Financial Information

Item 1. Financial Statements

WORKIVA INC.

CONDENSED CONSOLIDATED BALANCE SHEETS

(in thousands, except share and per share amounts)

	<u>As of March 31, 2021</u>	<u>As of December 31, 2020</u>
	<u>(unaudited)</u>	
ASSETS		
Current assets		
Cash and cash equivalents	\$ 331,173	\$ 322,831
Marketable securities	209,446	207,207
Accounts receivable, net of allowance for doubtful accounts of \$599 and \$717 at March 31, 2021 and December 31, 2020, respectively	53,754	68,922
Deferred commissions	22,924	21,923
Other receivables	3,314	3,155
Prepaid expenses and other	12,758	9,047
Total current assets	<u>633,369</u>	<u>633,085</u>
Property and equipment, net	28,961	29,365
Operating lease right-of-use assets	16,501	15,844
Deferred commissions, non-current	23,422	23,421
Intangible assets, net	1,560	1,583
Other assets	4,610	3,708
Total assets	<u>\$ 708,423</u>	<u>\$ 707,006</u>

WORKIVA INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (continued)
(in thousands, except share and per share amounts)

	<u>As of March 31, 2021</u>	<u>As of December 31, 2020</u>
	<u>(unaudited)</u>	
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 4,716	\$ 2,843
Accrued expenses and other current liabilities	60,110	68,256
Deferred revenue	212,025	208,990
Finance lease obligations	1,728	1,705
Total current liabilities	<u>278,579</u>	<u>281,794</u>
Convertible senior notes, net	291,756	289,490
Deferred revenue, non-current	32,888	35,894
Other long-term liabilities	1,683	1,680
Operating lease liabilities, non-current	17,540	17,209
Finance lease obligations, non-current	16,221	16,662
Total liabilities	<u>638,667</u>	<u>642,729</u>
Stockholders' equity		
Class A common stock, \$0.001 par value per share, 1,000,000,000 shares authorized, 42,102,011 and 40,719,189 shares issued and outstanding at March 31, 2021 and December 31, 2020, respectively	42	41
Class B common stock, \$0.001 par value per share, 500,000,000 shares authorized, 7,824,610 and 8,069,610 shares issued and outstanding at March 31, 2021 and December 31, 2020, respectively	8	8
Preferred stock, \$0.001 par value per share, 100,000,000 shares authorized, no shares issued and outstanding	—	—
Additional paid-in-capital	491,549	478,698
Accumulated deficit	(422,024)	(414,700)
Accumulated other comprehensive income	181	230
Total stockholders' equity	<u>69,756</u>	<u>64,277</u>
Total liabilities and stockholders' equity	<u>\$ 708,423</u>	<u>\$ 707,006</u>

See accompanying notes.

WORKIVA INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share amounts)
(unaudited)

	Three months ended March 31,	
	2021	2020
Revenue		
Subscription and support	\$ 84,936	\$ 68,361
Professional services	19,286	17,440
Total revenue	104,222	85,801
Cost of revenue		
Subscription and support	13,202	12,153
Professional services	10,474	10,243
Total cost of revenue	23,676	22,396
Gross profit	80,546	63,405
Operating expenses		
Research and development	26,634	22,994
Sales and marketing	41,035	36,117
General and administrative	17,021	13,369
Total operating expenses	84,690	72,480
Loss from operations	(4,144)	(9,075)
Interest income	360	1,706
Interest expense	(3,485)	(3,478)
Other (expense) income, net	(384)	718
Loss before (benefit) provision for income taxes	(7,653)	(10,129)
(Benefit) provision for income taxes	(329)	289
Net loss	\$ (7,324)	\$ (10,418)
Net loss per common share:		
Basic and diluted	\$ (0.15)	\$ (0.22)
Weighted-average common shares outstanding - basic and diluted	50,244,120	47,545,703

See accompanying notes.

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

	Three months ended March 31,	
	2021	2020
Net loss	\$ (7,324)	\$ (10,418)
Other comprehensive loss, net of tax		
Foreign currency translation adjustment, net of tax	156	(51)
Unrealized (loss) gain on available-for-sale securities, net of tax	(205)	42
Other comprehensive loss, net of tax	(49)	(9)
Comprehensive loss	<u>\$ (7,373)</u>	<u>\$ (10,427)</u>

See accompanying notes.

WORKIVA INC.
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands)
(unaudited)

Three months ended March 31, 2021

	Common Stock (Class A and B)		Additional Paid-in-Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balances at December 31, 2020	48,789	\$ 49	\$ 478,698	\$ 230	\$ (414,700)	\$ 64,277
Stock-based compensation expense	—	—	11,623	—	—	11,623
Issuance of common stock upon exercise of stock options	312	1	4,137	—	—	4,138
Issuance of common stock under employee stock purchase plan	93	—	4,237	—	—	4,237
Issuance of restricted stock units	803	—	—	—	—	—
Tax withholding related to net share settlements of stock-based compensation awards	(70)	—	(7,146)	—	—	(7,146)
Net loss	—	—	—	—	(7,324)	(7,324)
Other comprehensive loss	—	—	—	(49)	—	(49)
Balances at March 31, 2021	<u>49,927</u>	<u>\$ 50</u>	<u>\$ 491,549</u>	<u>\$ 181</u>	<u>\$ (422,024)</u>	<u>\$ 69,756</u>

Three months ended March 31, 2020

	Common Stock (Class A and B)		Additional Paid-in-Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balances at December 31, 2019	46,639	\$ 47	\$ 420,170	\$ 287	\$ (366,302)	\$ 54,202
Stock-based compensation expense	—	—	9,936	—	—	9,936
Issuance of common stock upon exercise of stock options	225	—	2,794	—	—	2,794
Issuance of common stock under employee stock purchase plan	94	—	3,660	—	—	3,660
Issuance of restricted stock units	117	—	—	—	—	—
Tax withholding related to net share settlements of stock-based compensation awards	(30)	—	(1,379)	—	—	(1,379)
Net loss	—	—	—	—	(10,418)	(10,418)
Other comprehensive loss	—	—	—	(9)	—	(9)
Balances at March 31, 2020	<u>47,045</u>	<u>\$ 47</u>	<u>\$ 435,181</u>	<u>\$ 278</u>	<u>\$ (376,720)</u>	<u>\$ 58,786</u>

See accompanying notes.

WORKIVA INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three months ended March 31,	
	2021	2020
Cash flows from operating activities		
Net loss	\$ (7,324)	\$ (10,418)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	1,054	1,063
Stock-based compensation expense	11,623	9,936
(Recovery of) provision for doubtful accounts	(118)	40
Amortization of premiums and discounts on marketable securities, net	625	101
Amortization of debt discount and issuance costs	2,266	2,197
Deferred income tax	(346)	—
Changes in assets and liabilities:		
Accounts receivable	15,265	14,265
Deferred commissions	(1,059)	603
Operating lease right-of-use asset	944	1,098
Other receivables	(161)	(253)
Prepaid expenses and other	(3,747)	(1,955)
Other assets	(573)	(74)
Accounts payable	1,908	(1,382)
Deferred revenue	179	(1,228)
Operating lease liability	(1,076)	(1,145)
Accrued expenses and other liabilities	(7,957)	(8,021)
Net cash provided by operating activities	<u>11,503</u>	<u>4,827</u>
Cash flows from investing activities		
Purchase of property and equipment	(849)	(688)
Purchase of marketable securities	(43,655)	(20,832)
Sale of marketable securities	—	11,423
Maturities of marketable securities	40,586	12,975
Purchase of intangible assets	(71)	(77)
Net cash (used in) provided by investing activities	<u>(3,989)</u>	<u>2,801</u>

WORKIVA INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)
(in thousands)
(unaudited)

	Three months ended March 31,	
	2021	2020
Cash flows from financing activities		
Proceeds from option exercises	4,138	2,794
Taxes paid related to net share settlements of stock-based compensation awards	(7,146)	(1,379)
Proceeds from shares issued in connection with employee stock purchase plan	4,237	3,660
Principal payments on finance lease obligations	(417)	(398)
Net cash provided by financing activities	812	4,677
Effect of foreign exchange rates on cash	16	(613)
Net increase in cash and cash equivalents	8,342	11,692
Cash and cash equivalents at beginning of period	322,831	381,742
Cash and cash equivalents at end of period	\$ 331,173	\$ 393,434
Supplemental cash flow disclosure		
Cash paid for interest	\$ 2,188	\$ 2,242
Cash paid for income taxes, net of refunds	\$ 20	\$ 159
Supplemental disclosure of noncash investing and financing activities		
Allowance for tenant improvements	\$ —	\$ 124

See accompanying notes.

WORKIVA INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Organization and Significant Accounting Policies

Organization

Workiva Inc., a Delaware corporation, and its wholly-owned subsidiaries (the “Company” or “we” or “us”) simplifies complex work for thousands of organizations worldwide. We are a leading provider of cloud-based compliance and regulatory reporting solutions that are designed to solve business challenges at the intersection of data, process and people. Our operational headquarters are located in Ames, Iowa, with additional offices located in the United States, Europe, the Asia-Pacific region and Canada.

Basis of Presentation and Principles of Consolidation

The financial information presented in the accompanying unaudited condensed consolidated financial statements has been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) and in accordance with rules and regulations of the U.S. Securities and Exchange Commission (“SEC”) regarding interim financial reporting. Accordingly, the financial statements do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The condensed consolidated balance sheet data as of December 31, 2020 was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP. In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments, consisting primarily of normal recurring accruals, necessary for a fair presentation of our financial position and results of operations. The operating results for the three months ended March 31, 2021 are not necessarily indicative of the results expected for the full year ending December 31, 2021.

Seasonality has affected our revenue, expenses and cash flows from operations. Revenue from professional services has been higher in the first quarter as many of our customers file their Form 10-K in the first calendar quarter. Our sales and marketing expense also has some degree of seasonality. Sales and marketing expense has historically been higher in the third quarter due to our annual user conference in September. Our transition to a virtual event in September 2020 has partially mitigated this trend, and we expect marketing expenses to continue to be offset by our virtual operations through 2021. 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. The condensed consolidated financial information should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” contained in this report and the consolidated financial statements and notes included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2020 filed with the SEC on February 17, 2021.

The unaudited condensed consolidated financial statements include the accounts of Workiva Inc. and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States 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, income taxes, discount rates used in the valuation of right-of-use assets and lease liabilities, the fair value of the liability and equity components of the convertible senior notes, 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.

Recently Adopted Accounting Pronouncements

In December 2019, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which was issued to simplify the accounting for income taxes by removing certain exceptions for recognizing deferred taxes, performing intraperiod allocation, and calculating income taxes in interim periods. Further, ASU 2019-12 adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax basis goodwill and allocating taxes to members of a consolidated group. The standard became effective for interim and annual periods beginning after December 15, 2020, with early adoption permitted. The standard provides different transition methods for the various provisions. Effective January 1, 2021, we adopted this standard. The adoption of this new standard did not have a material impact on our consolidated financial statements.

New Accounting Pronouncements Not Yet Adopted

In August 2020, the FASB issued ASU 2020-06, *Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*, which simplifies the accounting for certain convertible instruments, amends guidance on derivative scope exceptions for contracts in an entity's own equity, and modifies the guidance on diluted earnings per share (EPS) calculations as a result of these changes. The standard will be effective for us beginning January 1, 2022 and can be applied on either a fully retrospective or modified retrospective basis. Early adoption is permitted for fiscal years beginning after December 15, 2020. We are currently evaluating the impact of this standard on our condensed consolidated financial statements.

2. Supplemental Consolidated Balance Sheet Information

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	As of March 31, 2021	As of December 31, 2020
Accrued vacation	\$ 11,249	\$ 10,294
Accrued commissions	6,161	12,678
Accrued bonuses	5,172	6,573
Accrued payroll	3,930	2,631
Estimated health insurance claims	1,347	1,224
Accrued interest	485	1,455
ESPP employee contributions	2,569	4,269
Customer deposits	18,604	18,283
Operating lease liabilities	4,558	4,541
Accrued other liabilities	6,035	6,308
	<u>\$ 60,110</u>	<u>\$ 68,256</u>

3. Cash Equivalents and Marketable Securities

At March 31, 2021, cash equivalents and marketable securities consisted of the following (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
Money market funds	\$ 287,509	\$ —	\$ —	\$ 287,509
Commercial paper	10,989	—	—	10,989
U.S. treasury debt securities	48,502	35	(3)	48,534
Corporate debt securities	144,831	90	(81)	144,840
Foreign government debt securities	5,080	3	—	5,083
	<u>\$ 496,911</u>	<u>\$ 128</u>	<u>\$ (84)</u>	<u>\$ 496,955</u>
Included in cash and cash equivalents	<u>\$ 287,509</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 287,509</u>
Included in marketable securities	<u>\$ 209,402</u>	<u>\$ 128</u>	<u>\$ (84)</u>	<u>\$ 209,446</u>

At December 31, 2020, cash equivalents and marketable securities consisted of the following (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
Money market funds	\$ 265,578	\$ —	\$ —	\$ 265,578
Commercial paper	21,489	—	—	21,489
U.S. treasury debt securities	51,731	80	(2)	51,809
Corporate debt securities	147,715	214	(47)	147,882
Foreign government debt securities	1,025	2	—	1,027
	<u>\$ 487,538</u>	<u>\$ 296</u>	<u>\$ (49)</u>	<u>\$ 487,785</u>
Included in cash and cash equivalents	<u>\$ 280,578</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 280,578</u>
Included in marketable securities	<u>\$ 206,960</u>	<u>\$ 296</u>	<u>\$ (49)</u>	<u>\$ 207,207</u>

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

	As of March 31, 2021	
Due within one year	\$	124,949
Due in on to two years		82,482
Due in three to five years		2,015
	\$	<u>209,446</u>

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 March 31, 2021, aggregated by investment category and the length of time that individual securities have been in a continuous loss position (in thousands):

	As of March 31, 2021			
	Less than 12 months		12 months or greater	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
U.S. treasury debt securities	\$ 14,752	\$ (3)	\$ —	\$ —
Corporate debt securities	81,966	(81)	—	—
Total	<u>\$ 96,718</u>	<u>\$ (84)</u>	<u>\$ —</u>	<u>\$ —</u>

We do not believe the unrealized losses represent credit losses based on our evaluation of available evidence as of March 31, 2021, 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.

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. We validate, on a sample basis, the derived prices provided by the brokers by comparing their assessment of the fair values of our investments against the fair values of the portfolio balances of another third-party professional pricing service. As of March 31, 2021, 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, and we have no financial assets measured using Level 3 inputs. 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 March 31, 2021			Fair Value Measurements as of December 31, 2020		
	Total	Level 1	Level 2	Total	Level 1	Level 2
Money market funds	\$ 287,509	\$ 287,509	\$ —	\$ 265,578	\$ 265,578	\$ —
Commercial paper	10,989	—	10,989	21,489	—	21,489
U.S. treasury debt securities	48,534	—	48,534	51,809	—	51,809
Corporate debt securities	144,840	—	144,840	147,882	—	147,882
Foreign government debt securities	5,083	—	5,083	1,027	—	1,027
	<u>\$ 496,955</u>	<u>\$ 287,509</u>	<u>\$ 209,446</u>	<u>\$ 487,785</u>	<u>\$ 265,578</u>	<u>\$ 222,207</u>
Included in cash and cash equivalents	\$ 287,509			\$ 280,578		
Included in marketable securities	\$ 209,446			\$ 207,207		

Convertible Senior Notes

As of March 31, 2021, the fair value of our convertible senior notes was \$440.8 million. 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 5 to the condensed consolidated financial statements for more information.

5. Convertible Senior Notes

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 “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 Notes totaled \$335.9 million, net of initial purchaser discounts and issuance costs.

The initial conversion rate is 12.4756 shares of our common stock per \$1,000 principal amount of Notes, which is equivalent to an initial conversion price of approximately \$80.16 per share, subject to adjustment upon the occurrence of specified events.

Interest expense representing the amortization of the debt discount and issuance costs as well as contractual interest expense is amortized to interest expense at an effective interest rate of 4.3% over the term of the Notes.

The net carrying amount of the liability and equity components of the Notes was as follows (in thousands):

	March 31, 2021	December 31, 2020
Liability component:		
Principal	\$ 345,000	\$ 345,000
Unamortized discount	(47,331)	(49,346)
Unamortized issuance costs	(5,913)	(6,164)
Net carrying amount	\$ 291,756	\$ 289,490
Equity component, net of purchase discounts and issuance costs	\$ 58,560	\$ 58,560

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

	Three months ended March 31,	
	2021	2020
Contractual interest expense	\$ 971	\$ 970
Amortization of debt discount	2,015	1,953
Amortization of issuance costs	251	244
Total interest expense	\$ 3,237	\$ 3,167

6. Commitments and Contingencies

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. Stock-Based Compensation

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):

	Three months ended March 31,	
	2021	2020
Cost of revenue		
Subscription and support	\$ 496	\$ 431
Professional services	367	425
Operating expenses		
Research and development	2,431	1,583
Sales and marketing	3,549	2,736
General and administrative	4,780	4,761
Total	<u>\$ 11,623</u>	<u>\$ 9,936</u>

Stock Options

The following table summarizes the option activity under the Plans for the three months ended March 31, 2021:

	Options	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term (Years)
Outstanding at December 31, 2020	2,903,167	\$ 14.48	4.7
Granted	—	—	
Forfeited	(2,249)	21.55	
Exercised	(312,352)	13.25	
Outstanding at March 31, 2021	<u>2,588,566</u>	\$ 14.63	4.6
Exercisable at March 31, 2021	2,523,979	\$ 14.48	4.5

Restricted Stock Units

The following table summarizes the restricted stock unit activity under the Plan for the three months ended March 31, 2021:

	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2020	2,904,616	\$ 35.72
Granted	614,099	100.93
Forfeited	(102,474)	62.10
Vested ⁽¹⁾	(1,178,379)	28.96
Unvested at March 31, 2021	2,237,862	\$ 56.25

(1) During the three months ended March 31, 2021, in accordance with our Nonqualified Deferred Compensation Plan, recipients of 382,698 shares had elected to defer settlement of the vested restricted stock units and 6,903 shares were released from deferral. This resulted in total deferred units of 939,399 as of March 31, 2021.

Employee Stock Purchase Plan

During the three months ended March 31, 2021, 92,846 shares of common stock were purchased under the ESPP at a weighted-average price of \$45.63 per share, resulting in cash proceeds of \$4.2 million.

Compensation expense associated with ESPP purchase rights is recognized on a straight-line basis over the vesting period. At March 31, 2021, there was approximately \$930,000 of total unrecognized compensation expense related to the ESPP, which is expected to be recognized over a weighted-average period of 0.3 years.

8. Revenue Recognition

Disaggregation of Revenue

The following table presents our revenues disaggregated by industry (in thousands).

	Three months ended March 31,	
	2021	2020
Information technology	\$ 13,959	\$ 11,090
Diversified financials	12,260	9,867
Consumer discretionary	10,977	9,437
Healthcare	10,882	8,420
Industrials	10,700	9,224
Banks	10,307	8,501
Insurance	7,073	5,941
Energy	6,831	6,424
Utilities	5,143	3,785
Real estate	4,760	4,352
Materials	4,397	3,540
Other	6,933	5,220
Total revenues	\$ 104,222	\$ 85,801

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

	Three months ended March 31,			
	2021		2020	
Subscription and support	\$	84,936	\$	68,361
XBRL professional services		14,486		13,432
Other services		4,800		4,008
Total revenues	\$	104,222	\$	85,801

Deferred Revenue

We recognized \$79.3 million and \$63.6 million of revenue during the three months ended March 31, 2021 and 2020, respectively, that was included in the deferred revenue balances at the beginning of the respective periods.

Transaction Price Allocated to the Remaining Performance Obligations

As of March 31, 2021, we expect revenue of approximately \$421.0 million to be recognized from remaining performance obligations for subscription contracts. We expect to recognize approximately \$259.3 million of these remaining performance obligations over the next 12 months with the balance substantially recognized in the 24 months thereafter.

9. Net Loss Per Share

Basic net loss per share is computed by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period. Diluted net loss per share is computed by giving effect to all potential shares of common stock, including convertible senior notes, outstanding stock options, stock related to unvested restricted stock units, and common stock issuable pursuant to the ESPP to the extent dilutive. Basic and diluted net loss per share was the same for each period presented, as the inclusion of all potential common shares outstanding would have been anti-dilutive.

The net loss per share is allocated based on the 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):

	Three months ended							
	March 31, 2021		March 31, 2020					
	Class A	Class B	Class A	Class B				
<i>Numerator</i>								
Net loss	\$	(6,161)	\$	(1,163)	\$	(8,535)	\$	(1,883)
<i>Denominator</i>								
Weighted-average common shares outstanding - basic and diluted		42,264,288		7,979,832		38,952,305		8,593,398
Basic and diluted net loss per share	\$	(0.15)	\$	(0.15)	\$	(0.22)	\$	(0.22)

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	
	March 31, 2021	March 31, 2020
Shares subject to outstanding common stock options	2,588,566	4,106,122
Shares subject to unvested restricted stock units	2,237,862	3,335,671
Shares issuable pursuant to the ESPP	59,359	107,331

In addition, as of March 31, 2021, approximately 4.3 million shares of our Class A common stock underlying the conversion option in the Notes were excluded from the weighted-average shares used to calculate the diluted net loss per common share as they are considered anti-dilutive. We use the treasury stock method for calculating any potential dilutive effect of the conversion option on diluted net income per share, if applicable.

Item 2. 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 condensed consolidated financial statements and related notes included elsewhere in this report and in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 17, 2021. 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 “Item 1A. Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2020, in “Item 1A. Risk Factors” in Part II of this Quarterly Report on Form 10-Q and in any subsequent filing we make with the SEC.

Overview

Workiva simplifies complex work for thousands of organizations worldwide. We are a leading provider of cloud-based compliance and regulatory reporting solutions that are designed to solve business challenges at the intersection of data, process and people.

Workiva changes the way enterprises manage and report business data. Our open, intelligent and intuitive platform is based on single instance, multi-tenant software applications deployed in the cloud. Our platform connects data, documents and teams, which results in improved efficiency, greater transparency and reduced risk of errors. We offer customers controlled collaboration, data linking, data integrations, granular permissions, process management and a full audit trail on our proprietary platform. As of March 31, 2021, 3,800 organizations subscribed to our platform for at least one solution.

Customers use our platform to create, review and publish data-linked documents and reports with greater control, consistency, accuracy and productivity. Customers collaborate in the same document simultaneously, which improves efficiency and version control. Our platform is flexible and scalable, so customers can easily adapt it to define, automate and change their business processes in real time.

Our platform lets our customers connect data from Enterprise Resource Planning (ERP), Governance Risk and Compliance (GRC), Human Capital Management (HCM) and Customer Relationship Management (CRM) systems, as well as other third-party cloud and on-premise applications.

While our customers use our platform for dozens of different use cases, our sales and marketing resources are organized into four solution groups: Regulatory Reporting, Non-Regulatory Reporting, Financial Services and Integrated Risk.

We operate our business on a Software-as-a-Service (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. Prior to the third quarter of 2018, our subscription pricing was based primarily on the number of corporate entities, number of users, level of customer support and length of contract. Thereafter, we began converting existing customer orders to, and signing new orders primarily based on, a solution-based licensing model. Under this model, operating metrics related to a customer’s expected use of each solution determine the price. At March 31, 2021, over 80% of our subscription revenue was priced on a solution-based licensing model. We charge customers additional fees primarily for document setup and XBRL tagging services.

We generate sales primarily through our direct sales force and, to a lesser extent, our customer success and professional services teams. 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 1,751 at March 31, 2021 from 1,595 at March 31, 2020, an increase of 9.8%.

We have achieved significant revenue growth in recent periods. Our revenue grew to \$104.2 million during the three months ended March 31, 2021, from \$85.8 million during the three months ended March 31, 2020. We incurred a net loss of \$7.3 million during the three months ended March 31, 2021, compared to \$10.4 million during the three months ended March 31, 2020.

Impact of COVID-19

A pandemic of respiratory disease (abbreviated “COVID-19”) began to spread globally, including to the United States, in early 2020. The World Health Organization declared COVID-19 to be a public health emergency of international concern. The full impact of the COVID-19 outbreak continues to be inherently uncertain at the time of this report. The COVID-19 outbreak has resulted in travel restrictions, prohibitions of non-essential activities, disruption and shutdown of certain businesses and greater uncertainty in global financial markets.

We cannot fully predict the extent to which the ongoing COVID-19 outbreak will impact our business or operating results, which is highly dependent on inherently uncertain future developments, including the severity and duration of the COVID-19 outbreak and the actions taken by governments and businesses in relation to COVID-19 containment. We have adopted several measures in response to the COVID-19 outbreak, including advising employees to work from home, restricting non-critical business travel by our employees, and canceling in-person marketing events (including our annual user conference in September 2021) and replacing it with digital events. Notwithstanding these measures, we have been able to continue to meet the needs of our customers, keeping our platform fully operational and delivering the services contracted by our customers.

As a result of the work and travel restrictions relating to the ongoing COVID-19 outbreak, substantially all of our sales and operating activities are being conducted remotely. This global work-from-home operating environment may adversely impact the productivity of certain employees, and these conditions may persist and harm our business, including our future operating results. Additionally, we believe a number of customers and prospects have delayed purchasing decisions as result of the COVID-19 outbreak. Furthermore, in response to the COVID-19 outbreak existing and potential customers may ultimately choose to reduce technology spending or attempt to renegotiate contracts and obtain concessions, which could materially and negatively impact our operating results and financial condition. Because our platform is offered as a subscription-based service, the effects of the outbreak may not be fully reflected in our operating results until future periods.

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. Furthermore, the conversion of most of our customer contracts to solution-based licensing generated a one-time increase in contract value for each solution converted.

Pursue New Customers. We sell to organizations that manage large, complex processes with many contributors and disparate sets of business data. We market our platform to professionals in the areas of: finance and accounting, regulatory reporting, management and performance reporting, integrated

risk management, and global statutory reporting. 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 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 Europe, Middle East, and Africa (EMEA), as well as use cases for integrated risk, global statutory reporting, and the U.S. government. As a result of the COVID-19 pandemic, regulatory authorities delayed the adoption of new regulations and policy mandates. For example, the Financial Conduct Authority in the United Kingdom (FCA) has postponed by one year the mandatory European Single Electronic Format (ESEF) requirements for annual financial reporting. Additionally, as part of a broader package designed to make it easier for capital markets to support economic recovery from the COVID-19 pandemic, the European Parliament and the Council of the European Union agreed to delay by one year the application of the ESEF requirements, allowing issuers to apply ESEF for financial years beginning on or after January 1, 2021. These delays could adversely impact our business in EMEA.

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. Sales and marketing expense has historically been higher in the third quarter due to our annual user conference in September. Our transition to a virtual event in 2020 and continuing in September 2021 has mostly mitigated this trend. 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

	Three months ended March 31,	
	2021	2020
(dollars in thousands)		
<i>Financial metrics</i>		
Total revenue	\$ 104,222	\$ 85,801
Percentage increase in total revenue	21.5 %	22.6 %
Subscription and support revenue	\$ 84,936	\$ 68,361
Percentage increase in subscription and support revenue	24.2 %	21.8 %
Subscription and support as a percent of total revenue	81.5 %	79.7 %
	As of March 31,	
	2021	2020
<i>Operating metrics</i>		
Number of customers	3,800	3,507
Subscription and support revenue retention rate	95.1%	94.5%
Subscription and support revenue retention rate including add-ons	111.2%	110.9%
Number of customers with annual contract value \$100k+	884	670
Number of customers with annual contract value \$150k+	457	308

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 95.1% as of March 31, 2021, up slightly from the rate as of March 31, 2020. 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 111.2% as of the quarter ended March 31, 2021, up from 110.9% as of March 31, 2020.

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.

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 the three months ended March 31, 2021 and 2020, no single customer represented more than 1% of our revenue, and our largest 10 customers accounted for less than 6% 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 and Google Cloud Platform.

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:

	Three months ended March 31,	
	2021	2020
	(in thousands)	
Revenue		
Subscription and support	\$ 84,936	\$ 68,361
Professional services	19,286	17,440
Total revenue	104,222	85,801
Cost of revenue		
Subscription and support ⁽¹⁾	13,202	12,153
Professional services ⁽¹⁾	10,474	10,243
Total cost of revenue	23,676	22,396
Gross profit	80,546	63,405
Operating expenses		
Research and development ⁽¹⁾	26,634	22,994
Sales and marketing ⁽¹⁾	41,035	36,117
General and administrative ⁽¹⁾	17,021	13,369
Total operating expenses	84,690	72,480
Loss from operations	(4,144)	(9,075)
Interest income	360	1,706
Interest expense	(3,485)	(3,478)
Other (expense) income, net	(384)	718
Loss before provision for income taxes	(7,653)	(10,129)
(Benefit) provision for income taxes	(329)	289
Net loss	\$ (7,324)	\$ (10,418)

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

	Three months ended March 31,	
	2021	2020
	(in thousands)	
Cost of revenue		
Subscription and support	\$ 496	\$ 431
Professional services	367	425
Operating expenses		
Research and development	2,431	1,583
Sales and marketing	3,549	2,736
General and administrative	4,780	4,761
Total stock-based compensation expense	\$ 11,623	\$ 9,936

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

	Three months ended March 31,	
	2021	2020
Revenue		
Subscription and support	81.5 %	79.7 %
Professional services	18.5	20.3
Total revenue	100.0	100.0
Cost of revenue		
Subscription and support	12.7	14.2
Professional services	10.0	11.9
Total cost of revenue	22.7	26.1
Gross profit	77.3	73.9
Operating expenses		
Research and development	25.6	26.8
Sales and marketing	39.4	42.1
General and administrative	16.3	15.6
Total operating expenses	81.3	84.5
Loss from operations	(4.0)	(10.6)
Interest income	0.3	2.0
Interest expense	(3.3)	(4.1)
Other (expense) income, net	(0.4)	0.8
Loss before provision for income taxes	(7.4)	(11.9)
(Benefit) provision for income taxes	(0.3)	0.3
Net loss	(7.1)%	(12.2)%

Comparison of Three Months Ended March 31, 2021 and 2020

Revenue

	Three months ended March 31,		% Change
	2021	2020	
	(dollars in thousands)		
Revenue			
Subscription and support	\$ 84,936	\$ 68,361	24.2%
Professional services	19,286	17,440	10.6%
Total revenue	\$ 104,222	\$ 85,801	21.5%

Total revenue increased \$18.4 million for the three months ended March 31, 2021 compared to the same quarter a year ago due primarily to a \$16.6 million increase in subscription and support revenue. Growth in subscription and support revenue in the first quarter was attributable mainly to strong demand and better pricing for a broad range of use cases, including SEC and capital market reporting, integrated risk, global statutory reporting, banking, management and performance reporting, and FERC reporting. The total number of our customers increased 8.4% from March 31, 2020 to March 31, 2021. Professional services revenue increased \$1.8 million for the three months ended March 31, 2021 compared to the same quarter a year ago due primarily to growth in revenue from XBRL professional services.

Cost of Revenue

	Three months ended March 31,		% Change
	2021	2020	
	(dollars in thousands)		
Cost of revenue			
Subscription and support	\$ 13,202	\$ 12,153	8.6%
Professional services	10,474	10,243	2.3%
Total cost of revenue	<u>\$ 23,676</u>	<u>\$ 22,396</u>	5.7%

Cost of revenue increased \$1.3 million in the three months ended March 31, 2021 compared to the same quarter a year ago due primarily to \$1.7 million in higher cash-based compensation and benefits due mostly to increased headcount resulting from our continued investment in and support of our platform and solutions. This increase was primarily offset by a \$0.5 million decrease in travel costs due to the COVID-19 pandemic.

Operating Expenses

	Three months ended March 31,		% Change
	2021	2020	
	(dollars in thousands)		
Operating expenses			
Research and development	\$ 26,634	\$ 22,994	15.8%
Sales and marketing	41,035	36,117	13.6%
General and administrative	17,021	13,369	27.3%
Total operating expenses	<u>\$ 84,690</u>	<u>\$ 72,480</u>	16.8%

Research and Development

Research and development expenses increased \$3.6 million in the three months ended March 31, 2021 compared to the same quarter a year ago due primarily to \$3.0 million in higher cash-based compensation and benefits as well as a \$0.8 million increase in stock-based compensation. These increases were partially offset by a \$0.5 million reduction in travel costs due to the COVID-19 pandemic. The increases in cash and stock-based compensation were the result of our continued investment in and support of our platform and solutions.

Sales and Marketing

Sales and marketing expenses increased \$4.9 million during the three months ended March 31, 2021 compared to the three months ended March 31, 2020 due primarily to \$5.8 million in higher cash-based compensation and benefits, an additional \$0.8 million in stock-based compensation and a \$0.5 million increase in advertising expense. These increases were partially offset by a \$2.1 million reduction in travel costs due to the COVID-19 pandemic. Headcount in sales and marketing increased 9.4% in the quarter ended March 31, 2021 compared to the same quarter a year ago. We expect to continue to invest in sales and marketing to help drive revenue growth.

General and Administrative

General and administrative expenses increased \$3.7 million during the three months ended March 31, 2021 compared to the three months ended March 31, 2020 due primarily to \$3.8 million in higher cash-based compensation and benefits. Headcount in general and administrative increased 9.5% compared to the same quarter a year ago.

Non-Operating Income (Expenses)

	Three months ended March 31,		% Change
	2021	2020	
	(dollars in thousands)		
Interest income	\$ 360	\$ 1,706	(78.9)%
Interest expense	(3,485)	(3,478)	0.2%
Other (expense) income, net	(384)	718	*

(*) Percentage is not meaningful.

Interest Income, Interest Expense and Other (Expense) Income, Net

During the three months ended March 31, 2021, interest expense remained relatively flat compared to the same time period in the prior year. Interest income decreased \$1.3 million during the three months ended March 31, 2021 compared to the same period a year ago due primarily to lower interest rates on investments. Other expense increased \$1.1 million compared to the same period a year ago due primarily to losses on foreign currency transactions.

Results of Operations for Fiscal 2020 Compared to 2019

For a comparison of our results of operations for the fiscal years ended December 31, 2020 and 2019, 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, 2020, filed with the SEC on February 17, 2021.

Liquidity and Capital Resources

	Three months ended March 31,	
	2021	2020
	(in thousands)	
Cash flow provided by operating activities	\$ 11,503	\$ 4,827
Cash flow (used in) provided by investing activities	(3,989)	2,801
Cash flow provided by financing activities	812	4,677
Net increase in cash and cash equivalents, net of impact of exchange rates	\$ 8,342	\$ 11,692

As of March 31, 2021, our principal sources of liquidity were cash, cash equivalents and marketable securities totaling \$540.6 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 and negative cash flows from operating activities 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.

In August 2019, we issued \$345.0 million aggregate principal amount of 1.125% convertible senior notes due 2026 (the “Notes”). The Notes are senior, unsecured obligations and 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 Notes totaled \$335.9 million, net of initial purchaser discounts and issuance costs.

Operating Activities

For the three months ended March 31, 2021, cash provided by operating activities was \$11.5 million. The primary factors affecting our operating cash flows during the period were our net loss of \$7.3 million, adjusted for non-cash charges of \$1.1 million for depreciation and amortization of our property and equipment and intangible assets, \$11.6 million of stock-based compensation expense, \$2.3 million for the amortization of our debt discount and issuance costs and a \$3.7 million net change in operating assets and liabilities. The primary drivers of the changes in operating assets and liabilities were a \$8.0 million decrease in accrued expenses and other liabilities, a \$3.7 million increase in prepaid expenses, a \$1.1 million increase in deferred commissions and a \$0.6 million increase in other assets offset by a \$15.3 million decrease in accounts receivable and a \$1.9 million increase in accounts payable. Deferred commissions increased due primarily to payments made to our sales force related to the direct and incremental costs of obtaining a customer contract. Increases in accounts payable and other assets as well as the decreases in accounts receivable and accrued expenses and other liabilities, were attributable primarily to the timing of our billings, cash collections, and cash payments. The increase in prepaid expenses was due primarily to timing of payments relating to cloud infrastructure services and subscriptions.

For the three months ended March 31, 2020, cash provided by operating activities was \$4.8 million. The primary factors affecting our operating cash flows during the period were our net loss of \$10.4 million, adjusted for non-cash charges of \$1.1 million for depreciation and amortization of our property and equipment and intangible assets, \$9.9 million of stock-based compensation expense, \$2.2 million for the amortization of our debt discount and issuance costs and a \$1.9 million net change in operating assets and liabilities. The primary drivers of the changes in operating assets and liabilities were a \$14.3 million decrease in accounts receivable and a \$0.6 million decrease in deferred commissions partially offset by a \$2.0 million increase in prepaid expenses, a \$1.4 million decrease in accounts payable, a \$1.2 million decrease in deferred revenue, and a \$8.0 million decrease in accrued expenses and other liabilities. The decrease in deferred revenue was due primarily to amounts excluded at March 31, 2020 related to contracts posing higher credit risk related to COVID-19. Deferred commissions decreased due to the sales cycle slowing at the end of the quarter from the effects of COVID-19. Decreases in accounts receivable and accounts payable were attributable primarily to the timing of our billings, cash collections, and cash payments. The increase in accrued expenses and other liabilities were attributable primarily to the timing of our payment of annual bonuses. The increase in prepaid expenses was due primarily to timing of payments relating to cloud infrastructure services and subscriptions.

Investing Activities

Cash used in investing activities of \$4.0 million for the three months ended March 31, 2021 was due primarily to \$43.7 million in purchases of marketable securities and \$0.8 million in purchases of fixed assets offset by \$40.6 million from maturities of marketable securities. Our capital expenditures were associated primarily with computer equipment in support of expanding our infrastructure and work force.

Cash provided by investing activities of \$2.8 million for the three months ended March 31, 2020 was due primarily to \$13.0 million from maturities of marketable securities and \$11.4 million from the sale of marketable securities, partially offset by \$20.8 million in purchases of marketable securities and \$0.7 million million of capital expenditures. 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 \$0.8 million for the three months ended March 31, 2021 was due primarily to \$4.1 million in proceeds from option exercises and \$4.2 million in proceeds from shares issued in connection with our employee stock purchase plan partially offset by \$7.1 million in taxes paid related to net share settlements of stock-based compensation awards.

Cash provided by financing activities of \$4.7 million for the three months ended March 31, 2020 was due primarily to \$2.8 million in proceeds from option exercises and \$3.7 million in proceeds from shares issued in connection with our employee stock purchase plan partially offset by \$1.4 million in taxes paid related to net share settlements of stock-based compensation awards.

Contractual Obligations and Commitments

There were no material changes in our contractual obligations and commitments from those disclosed in the Annual Report on Form 10-K for the year ended December 31, 2020 filed with the SEC on February 17, 2021.

Off-Balance Sheet Arrangements

During all periods presented, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. As a result, we are not exposed to any financing, liquidity, market or credit risk that could arise if we had engaged in those types of relationships.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. U.S. GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, 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.

During the three months ended March 31, 2021, there were no significant changes to our critical accounting policies and estimates as described in the financial statements contained in the Annual Report on Form 10-K for the year ended December 31, 2020 filed with the SEC on February 17, 2021.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

For quantitative and qualitative disclosures about market risk, see “Item 7A., Quantitative and Qualitative Disclosures About Market Risk” of our Annual Report on Form 10-K for the year ended December 31, 2020. Our exposures to market risk have not changed materially since December 31, 2020.

Item 4. 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.

Changes in Internal Control Over Financial Reporting

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

Part II. Other Information

Item 1. 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 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, “Item 1A. Risk Factors” in our 2020 Annual Report on Form 10-K, which could materially affect our business, financial condition or future results. There have been no material changes during fiscal 2021 to the risk factors that were included in the Form 10-K.

Item 2. Unregistered Sales of Securities and Use of Proceeds

Sales of Unregistered Securities

Not applicable.

Use of Proceeds from Public Offerings of Common Stock

There has been no material change in the planned use of proceeds from our initial public offering as described in our final prospectus filed with the SEC pursuant to Rule 424(b) under the Securities Act on December 12, 2014.

Issuer Purchases of Equity Securities

The following table provides information about purchases of shares of our Class A Common Stock during the three months ended March 31, 2021 related to shares withheld upon vesting of restricted stock units for tax withholding obligations:

Date	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under Program
January 2021	—	\$ —	—	—
February 2021	66,976	102.04	—	—
March 2021	2,984	104.38	—	—
Total	69,960	\$ 102.14	—	—

(1) Total number of shares delivered to use by employees to satisfy the mandatory tax withholding requirement upon vesting of stock-based compensation awards.

Item 6. Exhibits

The following exhibits are being filed herewith or incorporated by reference herein:

Exhibit Number	Description
10.1	Form of Employment Agreement.
31.1	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.
31.2	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.
32.1	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.
32.2	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.
101	The following financial information from Workiva Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 formatted in Inline XBRL (Extensible Business Reporting Language) includes: (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statements of Comprehensive Loss, (iv) the Consolidated Statements of Changes in Stockholders Equity (Deficit), (v) the Condensed Consolidated Statements of Cash Flows, and (vi) Notes to the Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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 4th day of May, 2021.

WORKIVA INC.

By: /s/ Martin J. Vanderploeg, Ph.D.
Name: Martin J. Vanderploeg, Ph.D.
Title: President and Chief Executive Officer

By: /s/ Jill Klindt
Name: Jill Klindt
Title: Senior Vice President, Chief Financial Officer,
Chief Accounting Officer and Treasurer

EXECUTION DATE	February 19, 2018
EXECUTIVE	Mithun Banarjee
TERM	The term of the Executive's employment hereunder shall commence upon the date hereof (the "Effective Date"). The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."
TITLE	Executive Vice President of Global Operations of the Company
REPORTS TO	Chief Operating Officer
PRIMARY LOCATION	the Executive's home located in McKinney, Texas
BASE SALARY	\$400,000
BONUS GUARANTEE	Not applicable
DEFAULT TARGET BONUS	50%
SIGNING BONUS	Not applicable
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.
SEVERANCE MULTIPLE	Two (2)
GOOD REASON	Definition of "Good Reason" in Section 5.1(c) does not include "any Change of Control of the Company".

EXECUTION DATE	November 6, 2014
EXECUTIVE	Jeffrey D. Trom
TERM	The term of the Executive's employment hereunder shall commence upon the date (the "Effective Date") on which the Company completes its conversion of the Company from a limited liability company into a corporation (the "Conversion"). The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."
TITLE	Managing Director and Chief Technology Officer of the Company prior to any Conversion and Executive Vice President and Chief Technology Officer of the Company following any Conversion
REPORTS TO	Chief Operating Officer
PRIMARY LOCATION	The Company's office located in Bozeman, Montana
BASE SALARY	\$250,000
BONUS GUARANTEE	Not applicable
DEFAULT TARGET BONUS	50%
SIGNING BONUS	Not applicable
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.
SEVERANCE MULTIPLE	Two (2)

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	November 6, 2014
EXECUTIVE	Martin J. Vanderploeg
TERM	The term of the Executive's employment hereunder shall commence upon the date (the "Effective Date") on which the Company completes its conversion of the Company from a limited liability company into a corporation (the "Conversion"). The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."
TITLE	Managing Director of the Company prior to any Conversion and President and Chief Operating Officer of the Company following any Conversion
REPORTS TO	Chief Executive Officer
PRIMARY LOCATION	The Executive's residence in Martin, South Dakota
BASE SALARY	\$450,000
BONUS GUARANTEE	Not applicable
DEFAULT TARGET BONUS	75%
SIGNING BONUS	Not applicable
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.
SEVERANCE MULTIPLE	Three (3)

EXECUTION DATE	March 18, 2021
EXECUTIVE	Brandon E. Ziegler
TERM	The term of the Executive's employment hereunder shall commence upon the date hereof (the "Effective Date"). 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 Officer and Corporate Secretary
REPORTS TO	Chief Executive Officer
PRIMARY LOCATION	The Company's office located in New York City, New York
BASE SALARY	\$400,000
BONUS GUARANTEE	Not applicable
DEFAULT TARGET BONUS	75%
SIGNING BONUS	Not applicable
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.
SEVERANCE MULTIPLE	Two (2)

Form of Employment Agreement

This Employment Agreement (the “**Agreement**”) is made and entered into as of [EXECUTION DATE], by and between [EXECUTIVE] (the “**Executive**”) and WORKIVA INC., a Delaware limited liability company (the “**Company**”).

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

WHEREAS, the Executive desires 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. [TERM]
2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the [TITLE], reporting to the Company’s [REPORTS TO]. In such position, the Executive shall have such duties, authority and responsibility as shall be determined from time to time by the Company’s [REPORTS TO], 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 [REPORTS TO]. 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 General Counsel 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 [PRIMARY LOCATION]; 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 \$[BASE SALARY] 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. [BONUS GUARANTEE] 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 [DEFAULT TARGET BONUS]% 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 [SIGNING BONUS]

4.4 Equity Awards. [EQUITY AWARDS].

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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 [SEVERANCE MULTIPLE] 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:

- (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 B.

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

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: _____

Name: _____

Title: _____

EXECUTIVE

Signature: _____

Print Name: _____

**WORKIVA INC.
CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT**

This Confidential Information and Invention Assignment Agreement (“Agreement”) is made and entered into by and between Workiva Inc. (the “Company”) and _____ (“Employee”).

In consideration of the commencement of Employee’s employment relationship with the Company, and the compensation paid and/or to be paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

1. Effective Date. This Agreement shall become effective on the earlier to occur of: (i) the commencement of Employee’s employment with the Company, or (ii) the date and time at which any Confidential Information (as defined in Section 2 below) was or is first disclosed to Employee.

2. Confidential Information. The Company has created, developed or compiled, and will create, develop or compile (or will cause to be created, developed, or compiled) and/or otherwise owns or will own, certain proprietary and/or confidential information that has or could have commercial value or other utility in the business in which the Company is engaged or in which it contemplates engaging, or information which, if disclosed, could be detrimental to the interests of the Company, including, but not limited to, any and all information concerning ideas, designs, techniques, reports, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, computer software code and/or systems, all other technology of any kind, business methods, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, vendors, customers, employees, projections and business prospects (collectively “Confidential Information”). For purposes of this agreement, “Confidential Information” includes materials and information belonging to the Company’s affiliates or clients and includes not only materials and other information disclosed by the Company to Employee in the course of his/her employment (including such materials and/or information belonging to third parties doing business with the Company), but also materials and other information developed or learned by Employee during the course of his/her employment with the Company, such as Inventions (as defined in Section 7(a) below). In addition to Employee’s obligations under this Section 2, Employee agrees to comply with the Company’s Customer Confidentiality and Securities Trading Policy, as such policy is in effect as of the date hereof and as such policy may be amended from time to time (provided that the Company provides notice to Employee of any such amendments). By executing this Agreement, Employee acknowledges that Employee has received, read and understands the Company’s Customer Confidentiality and Securities Trading Policy.

3. Protection of Confidential Information. Employee agrees that, at all times during and after his/her employment with the Company, he/she will hold in trust, keep strictly confidential, and not disclose to any third party or make any use of the Confidential Information of the Company, its clients and its affiliates except for the benefit of the Company and only in the course of his/her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of any Confidential Information or Inventions from the Company’s principal place of business, other Company facilities, such other place of business specified by the Company or from Company computer or other equipment, without prior written approval of the Chief Executive Officer of the Company. In the event that Employee telecommutes or provides services for the Company from a location other than a Company office, Employee shall, at all times, ensure that any Confidential Information or Inventions are maintained on Company computer or other Company equipment at all times, and maintained so that the Confidential Information and Inventions remain confidential. In the event that Employee desires to publish the results

of his/her work for the Company through literature or speeches, Employee agrees to submit such literature or speeches to the Chief Executive Officer (“CEO”) at least 15 business days before dissemination of such information for a determination, in the Company’s sole discretion, of whether such disclosure may destroy trade secret status or be otherwise prejudicial to the interests of the Company, or whether disclosure may constitute an invasion of the Company’s privacy rights. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior approval of the CEO. Employee acknowledges that he/she is aware that the unauthorized disclosure of Confidential Information of the Company, its clients or its affiliates may be highly prejudicial to the Company’s interests, an invasion of privacy, and/or an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the CEO is required under this Agreement, the CEO may, by written designation, authorize an agent of the Company to perform such act.

4. Prior Knowledge and Inventions. Except as disclosed on Exhibit “A” to this Agreement, Employee does not know anything about the Company’s, its clients or its affiliates’ Confidential Information, other than the information he/she has learned from the Company. Employee has also disclosed on Exhibit “A” a complete list of all inventions owned in whole or in part by Employee and which Employee desires to exclude from the application of this Agreement (all of which are referred to in this Agreement as “Excluded Inventions”). The Company agrees to receive and hold all such disclosures in confidence.

5. Prior Commitments. Employee has no agreements, relationships or commitments to any other person or entity which conflict or which may be likely to conflict with Employee’s obligations to the Company under this Agreement.

6. Proprietary Information or Trade Secrets of Others. Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he/she has returned all property, including trade secrets and other confidential or proprietary information, belonging to all prior employers and agrees to indemnify Company from damages or other liability incurred by Company because of Employee’s breach of his/her obligations to any prior employers.

7. Assignment of Employee Inventions.

(a) Disclosure. Employee will promptly disclose in writing to the Company all discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during his/her employment with the Company that are related to the present or demonstrably anticipated future business of the Company or its affiliates, or which result from tasks assigned to Employee by the Company, or from the use of facilities or equipment owned, leased, or otherwise used by the Company or its affiliates (all of the foregoing are referred to in this Agreement as “Inventions”). Notwithstanding the foregoing sentence, in no event shall the term “Inventions” be deemed to include the Excluded Inventions for purposes of any provision of this Agreement.

(b) Post-Employment Disclosure Obligations. Employee shall also promptly disclose in writing to Company all discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registrable under copyright or similar statutes) that relate to the present or demonstrably anticipated future business of the Company or its affiliates and that are made, conceived or reduced to practice by Employee (either alone or jointly with others) within 12 months after termination of Employee’s employment for any reason. Employee acknowledges and agrees that all of the foregoing items that are based on the Company’s Confidential Information hereunder – or which were, in fact, made, conceived or reduced to practice during Employee’s employment by the Company – shall constitute Inventions subject to assignment under clause 7(c) below. Employee’s disclosure hereunder shall be narrowly tailored to comply with the restrictions of

any commercially reasonable non-disclosure agreement signed by the Employee that is meant to protect the trade secrets and confidentiality of a subsequent employer.

(c) Assignment of Inventions. Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company, subject to the provisions of this Agreement. Employee hereby assigns to the Company all rights, title, and interest Employee may have or may acquire in and to all Inventions. Both during and after his/her service with the Company, Employee agrees, promptly upon the request of the Company, to sign and deliver to the Company such other documents as the Company considers desirable to evidence the assignment to the Company of all rights of Employee, if any, in any Inventions and the Company's ownership of such Inventions. Notwithstanding the foregoing, Employee shall not be obligated to assign to the Company any Invention that was developed entirely on Employee's own time without using the Company's equipment, supplies, facilities or trade secret information, unless such Invention either: (i) relates to the Company's business or the Company's actual or demonstrably anticipated research, or (ii) results from any work performed by Employee for the Company.

(d) Copyrightable Subject Matter. Employee acknowledges and agrees that all copyrightable works, such as designs, artwork, digitized or other computer files, software (source, object and executable code) and documentation, created by Employee (either alone or jointly with others) in the course of working for the Company shall be the exclusive property of Company. Employee agrees that all such work product constitutes "works made for hire" under the copyright laws of the United States and shall be owned by the Company. Employee hereby assigns and agrees to assign to Company all right, title and interest, including all rights in the nature of copyright, in and to such work product not otherwise owned by Company (as a "work for hire" or otherwise), and hereby assigns to Company or waives any so-called "moral rights" in the work product to the extent permitted by law. Both during and after his/her service with the Company, and from time to time, Employee agrees, promptly upon the request of the Company, to sign and deliver to the Company such other documents as the Company considers desirable to evidence the assignment to the Company of all rights of Employee, if any, in the foregoing work product and the Company's ownership of such work product.

8. Power of Attorney. In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or any other cause, Employee hereby irrevocably designates and appoints the Company, and each of its duly authorized officers and agents, as his/her agent and attorney-in-fact to act for, and in his/her behalf and stead, to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee. Such appointment is acknowledged by Employee to be coupled with an interest and, therefore, is irrevocable.

9. Delivery of Documents and Data upon Termination of Employment. In the event of a voluntary or involuntary termination of Employee's service with the Company, for any reason or no reason, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his/her service and the Confidential Information and Inventions of the Company or its affiliates, whether prepared by Employee or otherwise coming into his/her possession or control, and to sign a Termination Statement, a copy of which is attached as Exhibit "C" to this Agreement. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company or its affiliates. Employee recognizes that the unauthorized taking of any of the Company's or its affiliates' trade secrets may subject the Employee to civil and criminal penalties, and that willful misappropriation may result in an award against Employee for triple the amount of the Company's and its affiliates damages and their attorney fees in collecting such damages.

10. Injunctive Relief. Employee acknowledges that any breach of this Agreement will cause the Company and its affiliates irreparable harm for which damages would be an inadequate remedy and, therefore, in the event of such breach, in addition to its rights and remedies otherwise available at law, the Company and its affiliates shall be entitled to equitable and injunctive relief. Employee hereby waives any requirement for the posting of a bond or other security in the event that the Company seeks an injunction.

11. Legal Expenses. In the event of litigation or arbitration between the parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover court or arbitration costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with the action or arbitration.

12. Material Condition of Employment. Employee acknowledges and agrees that the protections set forth in this Agreement are a material condition of his/her employment with and compensation by the Company.

13. Amendment and Effect. This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

14. Severability. It is the desire and intent of the parties that the foregoing provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If any particular provision of this Agreement is adjudicated to be invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

14. Law. This Agreement shall be governed by the laws of the State of Iowa, without regard to its conflict of law provisions.

15. Entire Understanding. This Agreement contains the sole, complete and entire agreement and understanding of the parties concerning the matters contained herein and may not be altered, modified or changed in any manner except by a writing duly executed by the parties. No statements, promises or representations have been made by either party to another, or relied upon, and no consideration has been or is offered, promised, expected or held out, other than as stated in the Agreement.

16. Cumulative Remedies. Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by the Company of any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

17. Employment at Will. Nothing in this Agreement shall confer upon Employee any right to continue in the employ of the Company for any period of specific duration, or interfere with, or otherwise restrict in any way, the rights of the Company (or any parent or subsidiary employing or retaining Employee) or of Employee, which rights are hereby expressly reserved by each, to terminate Employee's employment at any time for any reason, with or without cause.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR SERVICE WITH THE COMPANY, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICE WITH THE COMPANY. BY SIGNING BELOW, EMPLOYEE IS CERTIFYING THAT HE/SHE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS, AND FURTHER THAT EMPLOYEE HAS COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT AND HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING CALIFORNIA LABOR CODE SECTION 2870.

WORKIVA INC.

EMPLOYEE

President and CEO

(Signature)

(Printed Name)

(Date)

(Date)

EXHIBIT "A"

Employee Statement

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Confidential Information and Inventions Assignment Agreement by and between Workiva LLC and the undersigned (the "Agreement").

1. Confidential Information. Except as set forth below, I acknowledge at this time that I know nothing about the business or the Confidential Information or Inventions of the Company or its affiliates, except information that has been disclosed to me by the Company. If none, please so state.

2. Prior Inventions. Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions. If none, please so state.

3. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Company under the Agreement. If none, please so state.

(Date)

(Signature)

EXHIBIT "B"

Written Notification to Employee

In accordance with California Labor Code section 2870, you are hereby notified that your Confidential Information and Invention Assignment Agreement does not require you to assign to the Company any invention for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

Following is the text of California Labor Code section 2870:

“(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his/her rights in an invention to his/her employer shall not apply to an invention that the employee developed entirely on his/her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

I hereby acknowledge receipt of this written notification.

Date: _____

(Signature)

(Printed Name)

EXHIBIT “C”

Termination Certification

For purposes of this Certification, “Confidential Information” has the same meaning as in the Confidential Information and Invention Assignment Agreement (“Agreement”) I executed during my employment. This is to certify that I do not have in my possession, nor have I failed to return, any Confidential Information of the Company or any client of the Company or copies of such information, or any other documents or materials, equipment or other property belonging to the Company or any of its clients. In addition, any personal computer I may have used for Company business has been permanently wiped clean of all Confidential Information. If requested, I will produce my personal computer to the Company for purposes of confirming this representation.

I further certify that I have complied with and will continue to comply with all the terms of the Agreement, including the reporting of any inventions conceived or made by me that are covered by that Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential and not use any or all Confidential Information, inventions, or any other information that has or could have commercial value or other utility in the business in which the Company is engaged or in which it contemplates engaging. I will not participate in the unauthorized disclosure of information that could be detrimental to the interests of the Company whether or not such information is identified as confidential or proprietary information by the Company.

**EXHIBIT “C” IS INFORMATIONAL ONLY
AND DOES NOT NEED TO BE SIGNED AT THIS TIME**

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

I, Martin J. Vanderploeg, Ph.D., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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.

May 4, 2021

/s/ Martin J. Vanderploeg, Ph.D.
Martin J. Vanderploeg, Ph.D.
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 Quarterly Report on Form 10-Q 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.

May 4, 2021

/s/ Jill Klindt
Jill Klindt
Senior Vice President, Chief Financial Officer, Chief Accounting Officer and Treasurer
(Principal Financial Officer)

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

I, Martin J. Vanderploeg, 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 Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2021 (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.

May 4, 2021

/s/ Martin J. Vanderploeg, Ph.D.
Martin J. Vanderploeg, Ph.D.
President and Chief Executive Officer
(Principal Executive Officer)

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

I, Jill Klindt, Senior Vice President, Chief Financial Officer, Chief Accounting 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 Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2021 (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.

May 4, 2021

/s/ Jill Klindt
Jill Klindt
Senior Vice President, Chief Financial Officer, Chief Accounting Officer and Treasurer
(Principal Financial Officer)