

WORKDAY, INC.

OFFICER COMPENSATION RECOUPMENT POLICY

(August 29, 2017)

In the event that Workday, Inc. (“**Workday**”) restates any financial results required to be reported under the U.S. federal securities laws after November 22, 2013 as a result of any fraud in which an Officer (defined below) knowingly acted in a manner contrary to U.S. generally accepted accounting principles, Securities and Exchange Commission regulations and/or U.S. federal securities laws, then the Board of Directors (the “**Board**”) or an authorized committee of the Board may, in its sole discretion and in good faith, require recovery or forfeiture of all or any portion of the Officer’s incentive-based cash compensation, to the extent that such compensation was based on achieving financial results that were in excess of what would have been earned by the Officer based on the restated financial results. Such recovery period will include up to the three years preceding the date on which Workday is required to prepare the accounting restatement.

Any determination regarding this policy and any application and implementation thereof will be made by the Board or its authorized committee, and will be conclusive and binding on Workday and the involved Officer(s). In determining whether to seek recovery of incentive-based cash compensation, the Board or an applicable committee thereof may take into account any considerations it deems appropriate, including without limitation whether the assertion of a claim may violate applicable law or adversely impact the interests of Workday in any related proceeding or investigation, the extent to which the Officer was responsible for, was involved in or had knowledge about the fraud that resulted in the restatement, and the cost and likely outcome of any potential litigation in connection with Workday’s attempts to recoup compensation. The Board or committee will have sole discretion in determining whether an Officer’s conduct met or did not meet any particular standard of conduct under law or this policy. Any determination regarding this policy and any application and implementation thereof need not be uniform with respect to each Officer, or payment recovered or forfeited under this policy.

The Board or the authorized Board committee, in consultation with Workday’s senior management, will determine the manner by which any incentive-based cash compensation will be recovered or forfeited. For example, Workday will be entitled to withhold from any amounts otherwise payable to an Officer, including “wages” within the meaning of applicable law, in order to satisfy any obligations the Officer may have as a result of the application of this policy, except to the extent such withholding is not permitted under applicable law, or would cause the imposition of additional taxes and/or penalties under applicable law. As applicable, each Officer agrees to promptly take such actions as may be necessary or advisable to effect the recovery or forfeiture of any of the Officer’s compensation.

For purposes of this policy, the term “Officer” means each of Workday’s executive officers for purposes of Section 16 of the Exchange Act of 1934, as amended, and other Executive Vice Presidents.

This policy will be in addition to any requirements imposed pursuant to applicable law, including the Sarbanes-Oxley Act of 2002 and the Dodd-Frank Wall Street Reform and Consumer Protection Act, and any other rights or remedies available to Workday, including termination of employment.