

REGISTRATION NO. 333-_____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

MANHATTAN ASSOCIATES, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

GEORGIA
(State or other jurisdiction of
incorporation or organization)

58-2373424
(I.R.S. Employer
identification number)

2300 WINDY RIDGE PARKWAY
SUITE 700
ATLANTA, GEORGIA 30339
(770) 955-7070

(ADDRESS OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES,
INCLUDING ZIP CODE AND TELEPHONE NUMBER, INCLUDING AREA CODE)

MANHATTAN ASSOCIATES, LLC OPTION PLAN,
MANHATTAN ASSOCIATES, INC. STOCK INCENTIVE PLAN AND
OTHER STOCK OPTIONS
(FULL TITLE OF PLANS)

MICHAEL J. CASEY
CHIEF FINANCIAL OFFICER
MANHATTAN ASSOCIATES, INC.
2300 WINDY RIDGE PARKWAY, SUITE 700
ATLANTA, GEORGIA 30339
(770) 955-7070
(NAME, ADDRESS, INCLUDING ZIP CODE, AND
TELEPHONE NUMBER, INCLUDING AREA CODE,
OF AGENT FOR SERVICE)

COPY TO:
JOHN C. YATES, ESQ.
LARRY W. SHACKELFORD, ESQ.
MORRIS, MANNING & MARTIN, L.L.P.
1600 ATLANTA FINANCIAL CENTER
3343 PEACHTREE ROAD, N.E.
ATLANTA, GEORGIA 30326
(404) 233-7000

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED (1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE (2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (2)	AMOUNT OF REGISTRATION FEE (2)
COMMON STOCK, \$.01 PAR VALUE PER SHARE	5,729,784 shares	\$18.06	\$103,479,899	\$30,526.57

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- (1) Includes (i) up to 5,000,000 shares of Common Stock to be issued and sold by Registrant under the Manhattan Associates, LLC Option Plan (the "LLC Option Plan"), (ii) 5,000,000 shares of Common Stock less the number of shares of Common Stock issued under the LLC Option Plan to be issued and sold by Registrant under the Manhattan Associates, Inc. Stock Incentive Plan (the "Stock Incentive Plan"), (iii) 200,000 shares of Common Stock to be issued and sold pursuant to a Share Option Agreement dated July 1, 1997 between the predecessor to the Registrant and Zachary Todaro (the "Todaro Plan"), (iv) 333,326 shares of Common Stock to be issued and sold pursuant to a Share Option Agreement dated July 1, 1997 between the predecessor to the Registrant and Suryprakash Singapur (the "Singapur Plan"), (v) 128,458 shares of Common Stock to be issued and sold pursuant to a Share Option Agreement dated July 1, 1997 between the predecessor to the Registrant and J. Paul Furbish, Jr. (the "Furbish Plan") and (vi) 68,000 shares of Common Stock to be issued and sold pursuant to a Share Option Agreement dated February 16, 1998 between the predecessor to the Registrant and Daniel Basmajian, Sr. (the "Basmajian Plan") (the LLC Option Plan, Stock Incentive Plan, Todaro Plan, Singapur Plan, Furbish Plan and Basmajian Plan are collectively referred to herein as the "Plans").
- (2) Estimated pursuant to Rule 457(h) of the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee on the basis of the average of the high and low sales prices of the Registrant's Common Stock on August 3, 1998.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I will be sent or given to employees of Manhattan Associates, Inc. (the "Company") as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). In accordance with the instructions in Part I of Form S-8, such documents will not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference pursuant to Item 3 of Part II of the registration statement, taken together, constitute the prospectus as required by Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by the Company with the Commission are incorporated herein by reference:

(a) the Company's Prospectus, filed with the Commission on April 24, 1998 pursuant to Rule 424(b) under the Securities Act, which contains audited financial statements for the Company's latest fiscal year for which such statements have been filed (Registration No. 333-47095);

(b) the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998, filed with the Commission on June 8, 1998 (Registration No. 000-23999); and

(c) the description of the Company's common stock, \$.01 par value per share ("Common Stock") included in the Company's Registration Statement on Form 8-A, filed with the Commission on April 6, 1998 (Registration No. 000-23999).

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering of the Shares of Common Stock offered hereby shall be deemed to be incorporated by reference into this Prospectus and to be a part hereof.

The Company hereby undertakes to provide without charge to each person to whom this Prospectus has been delivered, upon the written or oral request of any such person, a copy of any and all of the foregoing documents incorporated herein by reference (other than exhibits to such documents which are not specifically incorporated by reference into the information that this Prospectus incorporates). Written or telephone requests should be directed to Investor Relations Department, Manhattan Associates, Inc., Suite 700, 2300 Windy Ridge Parkway, Atlanta, Georgia 30339, telephone number: (770) 955-7070.

ITEM 4. DESCRIPTION OF SECURITIES.

A description of the Company's Common Stock is incorporated by reference under Item 3.

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ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Legal matters in connection with the shares of Common Stock offered hereby were passed upon by Morris, Manning & Martin, L.L.P., Atlanta, Georgia. Members of Morris, Manning & Martin, L.L.P. hold an aggregate of 5,100 shares of the Registrant's Common Stock.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Company's Bylaws, which are incorporated by reference under Item 3, provide that the Company shall indemnify each of its officers, directors, employees and agents to the extent that he or she is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative because he or she is or was a director, officer, employee or agent of the Company, against reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with such action, suit or proceeding; provided, however, that no indemnification shall be made for (i) any appropriation, in violation of his or her duties, of any business opportunity of the Company, (ii) any acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) any liability under Section 14-2-832 of the Georgia Business Corporation Code, which relates to unlawful payments of dividends and unlawful stock repurchases and redemptions, or (iv) any transaction from which he or she derived an improper personal benefit. The Company maintains directors and officers liability insurance.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

The following exhibits are filed with or incorporated by reference into this Registration Statement pursuant to Item 601 of Regulation S-K:

Exhibit No. -----	Description -----
4.1	Articles of Incorporation of the Registrant (Incorporated by reference to the Registrant's Registration Statement on Form S-1, filed with the Commission on February 27, 1998 (Registration No. 333-47095))
4.2	Bylaws of the Registrant (Incorporated by reference to the Registrant's Registration Statement on Form S-1, filed with the Commission on February 27, 1998 (Registration No. 333-47095))
5.1	Opinion of Morris, Manning & Martin, L.L.P. as to the legality of the securities being registered
10.1	Manhattan Associates, LLC Option Plan (Incorporated by reference to the Registrant's Registration Statement on Form S-1, filed with the Commission on February 27, 1998 (Registration No. 333-47095))
10.2	Manhattan Associates, Inc. Stock Incentive Plan (Incorporated by reference to the Registrant's Registration Statement on Form S-1, filed with the Commission on February 27, 1998 (Registration No. 333-47095))

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10.3	Share Option Agreement between Manhattan Associates, LLC and Zachary Todaro, dated July 1, 1997
10.4	Share Option Agreement between Manhattan Associates, LLC and Suryprakash Singapur, dated July 1, 1997
10.5	Share Option Agreement between Manhattan Associates, LLC and J. Paul Furbish, Jr., dated July 1, 1997
10.6	Share Option Agreement between Manhattan Associates, LLC and Daniel Basmajian, Sr., dated February 16, 1998
23.1	Consent of Arthur Andersen LLP
23.2	Consent of Morris, Manning & Martin, L.L.P. (included in Exhibit 5.1)
24	Powers of Attorney (included on signature page)

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from the registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section

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15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on this the 4th day of August, 1998.

MANHATTAN ASSOCIATES, INC.

By: /s/ Alan J. Dabbieri

Alan J. Dabbieri
Chairman of the Board, Chief Executive
Officer and President

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signatures appears below constitutes and appoints Alan J. Dabbieri and/or Michael J. Casey, jointly and severally, as his true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place

and stead, in any and all capacities, to sign a Registration Statement relating to the registration of shares of common stock on Form S-8 and to sign any and all amendments (including post effective amendments) to the Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing required or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, could lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

/s/ Alan J. Dabbiere - ----- Alan J. Dabbiere	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	August 4, 1998
/s/ Michael J. Casey - ----- Michael J. Casey	Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)	August 4, 1998
/s/ Deepak Raghavan - ----- Deepak Raghavan	Director	August 4, 1998
/s/ Brian J. Cassidy - ----- Brian J. Cassidy	Director	August 4, 1998
/s/ Charles W. McCall - ----- Charles W. McCall	Director	August 4, 1998

EXHIBIT INDEX

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- 24 Powers of Attorney (included on signature page)

[Letterhead of Morris, Manning & Martin, L.L.P.]

August 4, 1998

Manhattan Associates, Inc.
2300 Windy Ridge Parkway
Suite 700
Atlanta, Georgia 30339

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Manhattan Associates, Inc., a Georgia corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-8, of a proposed offering of 5,729,784 shares of the Company's common stock, par value \$.01 per share (the "Shares"), including (i) up to 5,000,000 Shares issuable pursuant to the Manhattan Associates LLC Option Plan (the "LLC Option Plan"), (ii) 5,000,000 Shares less the number of shares of Common Stock issued under the LLC Option Plan issuable pursuant to the Manhattan Associates, Inc. Stock Incentive Plan (the "Stock Incentive Plan") and 729,784 Shares issued outside the LLC Option Plan and Stock Incentive Plan (together with the Stock Incentive Plan and LLC Option Plan, the "Plans").

We have examined and are familiar with the originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records, and other instruments relating to the incorporation of the Company and to the authorization and issuance of Shares under the Plans as would be necessary and advisable for purposes of rendering this opinion. Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized and, when issued as contemplated by the Plans, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this Opinion as Exhibit 5.1 to the Company's registration statement on Form S-8.

Very truly yours,

MORRIS, MANNING & MARTIN, L.L.P.

/s/ Morris, Manning & Martin, L.L.P.

MANHATTAN ASSOCIATES, LLC

SHARE OPTION AGREEMENT

This Share Option Agreement (the "Option Agreement") is made as of July 1, 1997, by and between MANHATTAN ASSOCIATES, LLC, a Georgia limited liability company (the "Company"), and ZACHARY TODARO, an individual employed by the Company (the "Optionee").

W I T N E S S E T H:

WHEREAS, on January 1, 1996, the Company issued to Optionee an option to purchase 8,750 shares of the Company (the "Prior Option") at a purchase price of \$5.37 per share; and

WHEREAS, the capitalization of the Company has recently been changed, so that the 875,000 issued and outstanding shares of the Company were converted into 10,000,002 shares through a share dividend, and the numbers of both the issued and authorized but unissued shares were therefore increased; and

WHEREAS, the Company desires to execute with the Optionee a new share option agreement in order to adjust the number of shares and the exercise price, taking into account the changes in capitalization, so that Optionee shall continue to have rights equivalent to those under the Prior Option;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. GRANT OF OPTION

The Company hereby grants to the Optionee the right and option (the "Option") to purchase from the Company, on the terms and subject to the conditions set forth in this Agreement, one hundred thousand (100,000) shares of the Company (the "Option Shares"). The date of grant of this Option shall be July 1, 1997 ("Date of Grant").

2. PRICE

The purchase price (the "Option Price") for the Option Shares subject to the Option granted by this Option Agreement is \$0.47 per share.

3. EXERCISE OF OPTION

The Option granted pursuant to this Option Agreement shall be subject to vesting and exercise as follows:

3.1. VESTING AND TIME OF EXERCISE OF OPTION.

The Option shall vest as to one fourth (1/4) of the Option Shares on December 31, 1997. The Option shall vest as to an additional one fourth of the Option Shares each on December 31, 1998, December 31, 1999, December 31, 2000, respectively. Except as provided in Section 3.5.1 below, the Option shall not become exercisable until a Change in Control. For purposes of this Agreement, a Change of Control shall mean a sale or transfer (other than as security for the Company's obligations) of title to all of the computer software as well as the other material assets of the Company having a combined value of more than ninety percent (90%) of the total value of all the assets of the Company, as determined on the date of sale or transfer. A Change of Control shall not be deemed to occur merely upon the conversion of the Company to a corporation or other

entity, whether by contribution of the Company's assets, merger or otherwise, if upon the conversion the ownership of the Company's equity interests remains in the hands of those who were Shareholders immediately preceding the conversion. The foregoing installments, to the extent not exercised, shall accumulate and be exercisable, in whole or in part, at any time and from time to time, after becoming exercisable and prior to the termination of the Option; provided, that -----

no single exercise of the Option shall be for less than 10 shares, unless the number of shares purchased is the total number at the time available for purchase under this Option.

3.2. TERMINATION OF EMPLOYMENT

The Optionee may exercise the Option only while the Optionee is employed by the Company, except as provided in this Section 3.2 or in Section 3.3 or 3.4 hereof. In the event that the Optionee's termination of employment is by reason of the Optionee's retirement with the consent of the Company in accordance with the normal retirement policies of the Company, as the case may be, then the Optionee shall have the right (subject to the general limitations on exercise set forth in this Article 3) at any time within three months after such retirement and prior to the termination of the Option pursuant to Section 3.5 below, to exercise, in whole or in part, any Option held by such Optionee at the date of such retirement, whether or not such Option was exercisable immediately prior to such retirement.

3.3. DEATH

In the event of the Optionee's death while employed by the Company, the personal representative or legatees or distributees of the Optionee's estate, as the case may be, shall have the right (subject to the limitations on exercise set forth in this Article 3), to exercise any Option held by the Optionee at the date of such Optionee's death, whether or not the Option was exercisable on the date of the Optionee's death, at any time within one year after the date of the Optionee's death and prior to the termination of the Option as set forth in Section 3.5. hereof.

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3.4. DISABILITY

If the Optionee's termination of employment is by reason of "permanent and total disability" (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), the Optionee shall have the right (subject to the limitations on exercise set forth in this Article 3) to exercise all or any part of the Option, whether or not the Option was exercisable immediately prior to the termination of employment, at any time within one year after such termination of employment and prior to the termination of the Option as set forth in Section 3.5 hereof.

3.5. TERMINATION OF OPTION

The Option shall terminate upon the earlier of (i) the expiration of a period of 10 years from the Date of Grant, or (ii) the Optionee's termination of employment with the Company.

3.5.1. LIMITATIONS ON EXERCISE OF OPTION

In no event may the Option be exercised prior to the occurrence of a Change in Control without the prior written approval and consent of the shareholders of the Company. Notwithstanding the foregoing, if not earlier exercised, the Option may be exercised, even if a Change in Control has not occurred, beginning on the date which is nine years and nine months following the Date of Grant. In no event, however, shall the Option be exercisable, in whole or in part, after 10 years following the Date of Grant. In no event may the Option be exercised for a fractional share.

3.6. METHOD OF EXERCISE OF OPTION

Subject to the terms and conditions of this Option Agreement, the Option may be exercised by delivering written notice of exercise to the Company, at its principal office, addressed to the attention of the President, which notice shall specify the number of shares for which the Option is being exercised, and shall be accompanied by payment in full of the Option Price of the shares for which the Option is being exercised. Payment of the Option Price for the Option Shares purchased pursuant to the exercise of the Option shall be made in whole or in part either: (i) in cash or by check payable to the order of the Company; (ii) to the extent permitted by applicable law and agreed to by the Company, by the delivery to the Company of a promissory note of the person exercising the Option, in which such person promises to pay the Option Price to the Company on such terms (including, without limitation, payment of interest) as shall be agreed to by the Company; (iii) to the extent permitted by applicable law through the tender to the Company of shares of the Company previously acquired by the Optionee and held for a period of at least six months, which shares shall be valued, for purposes of determining the extent to which the Option Price has been paid thereby, at their fair market value (determined by the Board of Directors of the Company) on the date of exercise; or (iv) by a combination of the foregoing methods. If the person exercising the Option is not the Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. An attempt to exercise the Option granted hereunder other than as set forth above shall be invalid and of no force and effect. Promptly after exercise of the Option as provided above,

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the Company shall deliver to the person exercising the Option a certificate or certificates for the Option Shares being purchased. Upon acceptance of payment of the Option Price by the Company, Optionee shall execute the Operating Agreement of the Company then in effect (the "Operating Agreement") and shall become subject to all of the rights, restrictions and limitations of a shareholder of the Company.

4. TRANSFERABILITY

4.1. TRANSFERABILITY OF OPTIONS

During the lifetime of an Optionee, only such Optionee (or, in the event of legal incapacity or incompetency, the Optionee's guardian or legal representative) may exercise the Option. No Option shall be assignable or transferable by the Optionee to whom it is granted, other than by will or the laws of descent and distribution.

4.2. TRANSFERABILITY OF OPTION SHARES

An Optionee (or any other person who is entitled to exercise an Option pursuant to the terms of this Agreement) shall not sell, pledge, assign, give or otherwise transfer or dispose of any Option Shares except in accordance with the provisions of the Operating Agreement.

4.3. PUBLICLY TRADED SHARES

If the Shares become listed on an established national or regional exchange or are admitted to quotation on the National Association of Securities Dealers Automated Quotation System, or are publicly traded in an established securities market, the foregoing restrictions of this Section 4 shall terminate as of the first date that the Shares are so listed, quoted or publicly traded.

4.4. LEGEND DESCRIBING RESTRICTIONS AND OBLIGATIONS

The Board may cause a legend to be placed prominently on certificates representing Shares issued pursuant to this Option Agreement in order to give notice of the transferability restrictions and obligations imposed by this Section 4.

5. RIGHTS AS SHAREHOLDER

Neither the Optionee nor any executor, administrator, distributee or legatee of the Optionee's estate shall be, or have any of the rights or privileges of, a shareholder of the Company in respect of any Option Shares issuable hereunder unless and until such shares have been fully paid and certificates representing such shares have been endorsed, transferred and delivered, and the name of the Optionee (or of such personal representative, administrator, distributee or legatee of the Optionee's estate) has been entered as the shareholder of record on the books of the Company.

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6. WITHHOLDING OF TAXES

The parties hereto recognize that the Company may be obligated to withhold federal and local income taxes and Social Security taxes to the extent that the Optionee realizes ordinary income in connection with the exercise of the Option or in connection with a disposition of any Option Shares acquired by exercise of the Option. The Optionee agrees that the Company may withhold amounts needed to cover such taxes from payments otherwise due and owing to the Optionee, and also agrees that upon demand the Optionee will promptly pay to the Company having such obligation any additional amounts as may be necessary to satisfy such withholding tax obligation. Such payment shall be made in cash or by certified check payable to the order of the Company, or, at the discretion of the Company, may be made by withholding Option Shares upon exercise sufficient to cover the tax liability.

7. DISCLAIMER OF RIGHTS

No provision in this Option Agreement shall be construed to confer upon the Optionee the right to be employed by the Company, or to interfere in any way with the right and authority of the Company either to increase or decrease the compensation of the Optionee at any time, or to terminate any employment or other relationship between the Optionee and the Company.

8. INTERPRETATION OF THIS OPTION AGREEMENT

All decisions and interpretations made by the Board of Directors of the Company with respect to any issue of interpretation of this Option Agreement shall be binding and conclusive on the Company and the Optionee and any other person entitled to exercise the Option as provided for herein.

9. GOVERNING LAW

This Option Agreement shall be governed by the laws of the State of Georgia.

10. BINDING EFFECT

Subject to all restrictions provided for in this Option Agreement and by applicable law relating to assignment and transfer of this Option Agreement and the Option provided for herein, this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. NOTICE

Any notice hereunder by the Optionee to the Company shall be in writing and shall be deemed duly given if mailed or delivered to the Company at its principal office, addressed to the attention of the President, or if so mailed or delivered to such other address as the Company may hereafter designate by notice to the Optionee. Any notice hereunder by the Company to the Optionee shall be in writing and shall be deemed duly given if mailed or delivered to the Optionee at the address specified below by the Optionee for such purpose, or if so mailed or

delivered to such other address as the Optionee may hereafter designate by written notice given to the Company.

12. ENTIRE AGREEMENT

This Option Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof, including the Prior Option. Neither this Option Agreement nor any term hereof may be amended, waived, discharged or terminated except by a written instrument signed by the Company and the Optionee; provided, however, that the Company unilaterally may waive any

provision hereof in writing to the extent that such waiver does not adversely affect the interests of the Optionee hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Option Agreement, or caused this Option Agreement to be duly executed on their behalf, as of the day and year first above written.

OPTIONEE:

MANHATTAN ASSOCIATES, LLC

/s/ Zachary Todaro

By: /s/ Alan J. Dabbieri

ZACHARY TODARO

Title: President

MANHATTAN ASSOCIATES, LLC

SHARE OPTION AGREEMENT

This Share Option Agreement (the "Option Agreement") is made as of July 1, 1997, by and between MANHATTAN ASSOCIATES, LLC, a Georgia limited liability company (the "Company"), and SURYAPRAKASH SINGAPUR, an individual employed by the Company (the "Optionee").

W I T N E S S E T H:

WHEREAS, on January 1, 1996, the Company issued to Optionee an option to purchase 14,583 shares of the Company (the "Prior Option") at an exercise price of \$5.37 per share; and

WHEREAS, the capitalization of the Company has recently been changed, so that the 875,000 issued and outstanding shares of the Company were converted into 10,000,002 shares through a share dividend, and the numbers of both the issued and authorized but unissued shares were therefore increased; and

WHEREAS, the Company desires to execute with the Optionee a new share option agreement in order to adjust the number of shares and the exercise price, taking into account the changes in capitalization, so that Optionee shall continue to have rights equivalent to those under the Prior Option;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. GRANT OF OPTION

The Company hereby grants to the Optionee the right and option (the "Option") to purchase from the Company, on the terms and subject to the conditions set forth in this Agreement, one hundred sixty-six thousand six hundred sixty-three (166,663) shares of the Company (the "Option Shares"). The date of grant of this Option shall be July 1, 1997 ("Date of Grant").

2. PRICE

The purchase price (the "Option Price") for the Option Shares subject to the Option granted by this Option Agreement is \$0.47 per share.

3. EXERCISE OF OPTION

The Option granted pursuant to this Option Agreement shall be subject to vesting and exercise as follows:

3.1. VESTING AND TIME OF EXERCISE OF OPTION.

As of the Date of Grant, the Option shall be vested as to one sixth (1/6) of the Option Shares. The Option shall vest as to an additional one sixth of the Option Shares on December 31, 1997, December 31, 1998, December 31, 1999, December 31, 2000 and December 31, 2001, respectively. Except as provided in Section 3.5.1 below, the Option shall not become exercisable until a Change in Control. For purposes of this Agreement, a Change of Control shall mean a sale or transfer (other than as security for the Company's obligations) of title to all of the computer software as well as the other material assets of the Company having a combined value of more than ninety percent (90%) of the total value of all the assets of the Company, as determined on the date of sale or transfer. A Change of Control shall not be deemed to occur merely upon the conversion of the Company to a corporation or other entity, whether by contribution of the Company's assets, merger or otherwise, if upon the conversion the ownership of

the Company's equity interests remains in the hands of those who were Shareholders immediately preceding the conversion. The foregoing installments, to the extent not exercised, shall accumulate and be exercisable, in whole or in part, at any time and from time to time, after becoming exercisable and prior to the termination of the Option; provided, that no single exercise of the Option

shall be for less than 10 shares, unless the number of shares purchased is the total number at the time available for purchase under this Option.

3.2. TERMINATION OF EMPLOYMENT

The Optionee may exercise the Option only while the Optionee is employed by the Company, except as provided in this Section 3.2 or in Section 3.3 or 3.4 hereof. In the event that the Optionee's termination of employment is by reason of the Optionee's retirement with the consent of the Company in accordance with the normal retirement policies of the Company, as the case may be, then the Optionee shall have the right (subject to the general limitations on exercise set forth in this Article 3) at any time within three months after such retirement and prior to the termination of the Option pursuant to Section 3.5 below, to exercise, in whole or in part, any Option held by such Optionee at the date of such retirement, whether or not such Option was exercisable immediately prior to such retirement.

3.3. DEATH

In the event of the Optionee's death while employed by the Company, the personal representative or legatees or distributees of the Optionee's estate, as the case may be, shall have the right (subject to the limitations on exercise set forth in this Article 3), to exercise any Option held by the Optionee at the date of such Optionee's death, whether or not the Option was exercisable on the date of the Optionee's death, at any time within one year after the date of the Optionee's death and prior to the termination of the Option as set forth in Section 3.5. hereof.

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3.4. DISABILITY

If the Optionee's termination of employment is by reason of "permanent and total disability" (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), the Optionee shall have the right (subject to the limitations on exercise set forth in this Article 3) to exercise all or any part of the Option, whether or not the Option was exercisable immediately prior to the termination of employment, at any time within one year after such termination of employment and prior to the termination of the Option as set forth in Section 3.5 hereof.

3.5. TERMINATION OF OPTION

The Option shall terminate upon the earlier of (i) the expiration of a period of 10 years from the Date of Grant, or (ii) the Optionee's termination of employment with the Company or a subsidiary or affiliate.

3.5.1. Limitations on Exercise of Option

In no event may the Option be exercised prior to the occurrence of a Change of Control without the prior written approval and consent of the shareholders of the Company. Notwithstanding the foregoing, if not earlier exercised, the Option may be exercised, even if a Change of Control has not occurred, beginning on the date which is nine years and nine months following the Date of Grant. In no event, however, shall the Option be exercisable, in whole or in part, after 10 years following the Date of Grant. In no event may the Option be exercised for a fractional share.

3.6. METHOD OF EXERCISE OF OPTION

Subject to the terms and conditions of this Option Agreement, the Option

may be exercised by delivering written notice of exercise to the Company, at its principal office, addressed to the attention of the President, which notice shall specify the number of shares for which the Option is being exercised, and shall be accompanied by payment in full of the Option Price of the shares for which the Option is being exercised. Payment of the Option Price for the Option Shares purchased pursuant to the exercise of the Option shall be made in whole or in part either: (i) in cash or by check payable to the order of the Company; (ii) to the extent permitted by applicable law and agreed to by the Company, by the delivery to the Company of a promissory note of the person exercising the Option, in which such person promises to pay the Option Price to the Company on such terms (including, without limitation, payment of interest) as shall be agreed to by the Company; (iii) to the extent permitted by applicable law through the tender to the Company of shares of the Company previously acquired by the Optionee and held for a period of at least six months, which shares shall be valued, for purposes of determining the extent to which the Option Price has been paid thereby, at their fair market value (determined by the Board of Directors of the Company) on the date of exercise; or (iv) by a combination of the foregoing methods. If the person exercising the Option is not the Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. An attempt to exercise the Option

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granted hereunder other than as set forth above shall be invalid and of no force and effect. Promptly after exercise of the Option as provided above, the Company shall deliver to the person exercising the Option a certificate or certificates for the Option Shares being purchased. Upon acceptance of payment of the Option Price by the Company, Optionee shall execute the Operating Agreement of the Company then in effect (the "Operating Agreement") and shall become subject to all of the rights, restrictions and limitations of a shareholder of the Company.

4. TRANSFERABILITY

4.1. TRANSFERABILITY OF OPTIONS

During the lifetime of an Optionee, only such Optionee (or, in the event of legal incapacity or incompetency, the Optionee's guardian or legal representative) may exercise the Option. No Option shall be assignable or transferable by the Optionee to whom it is granted, other than by will or the laws of descent and distribution.

4.2. TRANSFERABILITY OF OPTION SHARES

An Optionee (or any other person who is entitled to exercise an Option pursuant to the terms of this Agreement) shall not sell, pledge, assign, give or otherwise transfer or dispose of any Options Shares except in accordance with the provisions of the Operating Agreement.

4.3. PUBLICLY TRADED SHARES

If the Shares become listed on an established national or regional exchange or are admitted to quotation on the National Association of Securities Dealers Automated Quotation System, or are publicly traded in an established securities market, the foregoing restrictions of this Section 4 shall terminate as of the first date that the Shares are so listed, quoted or publicly traded.

4.4. LEGEND DESCRIBING RESTRICTIONS AND OBLIGATIONS

The Board may cause a legend to be placed prominently on certificates representing Shares issued pursuant to this Option Agreement in order to give notice of the transferability restrictions and obligations imposed by this Section 4.

5. RIGHTS AS SHAREHOLDER

Neither the Optionee nor any executor, administrator, distributee or legatee of the Optionee's estate shall be, or have any of the rights or

privileges of, a shareholder of the Company in respect of any Option Shares issuable hereunder unless and until such shares have been fully paid and certificates representing such shares have been endorsed, transferred and delivered, and the name of the Optionee (or of such personal representative, administrator, distributee or legatee of the Optionee's estate) has been entered as the shareholder of record on the books of the Company.

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6. WITHHOLDING OF TAXES

The parties hereto recognize that the Company may be obligated to withhold federal and local income taxes and Social Security taxes to the extent that the Optionee realizes ordinary income in connection with the exercise of the Option or in connection with a disposition of any Option Shares acquired by exercise of the Option. The Optionee agrees that the Company may withhold amounts needed to cover such taxes from payments otherwise due and owing to the Optionee, and also agrees that upon demand the Optionee will promptly pay to the Company any additional amounts as may be necessary to satisfy such withholding tax obligation. Such payment shall be made in cash or by certified check payable to the order of the Company, or, at the discretion of the Company, may be made by withholding Option Shares upon exercise sufficient to cover the tax liability.

7. DISCLAIMER OF RIGHTS

No provision in this Option Agreement shall be construed to confer upon the Optionee the right to be employed by the Company or any subsidiary or affiliate, or to interfere in any way with the right and authority of the Company or any subsidiary or affiliate either to increase or decrease the compensation of the Optionee at any time, or to terminate any employment or other relationship between the Optionee and the Company or any subsidiary or affiliate.

8. INTERPRETATION OF THIS OPTION AGREEMENT

All decisions and interpretations made by the Board of Directors of the Company with respect to any issue of interpretation of this Option Agreement shall be binding and conclusive on the Company and the Optionee and any other person entitled to exercise the Option as provided for herein.

9. GOVERNING LAW

This Option Agreement shall be governed by the laws of the State of Georgia.

10. BINDING EFFECT

Subject to all restrictions provided for in this Option Agreement and by applicable law relating to assignment and transfer of this Option Agreement and the Option provided for herein, this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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11. NOTICE

Any notice hereunder by the Optionee to the Company shall be in writing and shall be deemed duly given if mailed or delivered to the Company at its principal office, addressed to the attention of the President, or if so mailed or delivered to such other address as the Company may hereafter designate by notice to the Optionee. Any notice hereunder by the Company to the Optionee shall be in writing and shall be deemed duly given if mailed or delivered to the Optionee at the address specified below by the Optionee for such purpose, or if so mailed or delivered to such other address as the Optionee may hereafter designate by written notice given to the Company.

12. ENTIRE AGREEMENT

This Option Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof, including the Prior Option. Neither this Option Agreement nor any term hereof may be amended, waived, discharged or terminated except by a written instrument signed by the Company and the Optionee; provided, however, that the Company unilaterally may waive any

provision hereof in writing to the extent that such waiver does not adversely affect the interests of the Optionee hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Option Agreement, or caused this Option Agreement to be duly executed on their behalf, as of the day and year first above written.

OPTIONEE:

MANHATTAN ASSOCIATES, LLC

/s/ Suryaprakash Singapur

By: /s/ Alan J. Dabbieri

Suryaprakash Singapur

Title: President

MANHATTAN ASSOCIATES, LLC

SHARE OPTION AGREEMENT

This Share Option Agreement (the "Option Agreement") is made as of July 1, 1997, by and between MANHATTAN ASSOCIATES, LLC, a Georgia limited liability company (the "Company"), and J. PAUL FURBISH, JR., an individual employed by the Company (the "Optionee").

W I T N E S S E T H:

WHEREAS, on August 19, 1996, the Company issued to Optionee an option to purchase 5,620 shares of the Company (the "Prior Option") at a purchase price of \$12.69 per share; and

WHEREAS, the capitalization of the Company has recently been changed, so that the 875,000 issued and outstanding shares of the Company were converted into 10,000,002 shares through a share dividend, and the numbers of both the issued and authorized but unissued shares were therefore increased; and

WHEREAS, the Company desires to execute with the Optionee a new share option agreement in order to adjust the number of shares and the exercise price, taking into account the changes in capitalization, so that Optionee shall continue to have rights equivalent to those under the Prior Option;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. GRANT OF OPTION

The Company hereby grants to the Optionee the right and option (the "Option") to purchase from the Company, on the terms and subject to the conditions set forth in this Agreement, sixty-four thousand two hundred twenty-nine (64,229) shares of the Company (the "Option Shares"). The date of grant of this Option shall be July 1, 1997 ("Date of Grant").

2. PRICE

The purchase price (the "Option Price") for the Option Shares subject to the Option granted by this Option Agreement is \$1.11 per share.

3. EXERCISE OF OPTION

The Option granted pursuant to this Option Agreement shall be subject to vesting and exercise as follows:

3.1. VESTING AND TIME OF EXERCISE OF OPTION.

The Option shall vest as to one fourth (1/4) of the Option Shares on December 31, 1997. The Option shall vest as to an additional one fourth of the Option Shares on December 31, 1998, December 31, 1999, December 31, 2000, respectively. Except as provided in Section 3.5.1 below, the Option shall not become exercisable until a Change in Control. For purposes of this Agreement, a Change of Control shall mean a sale or transfer (other than as security for the Company's obligations) of title to all of the computer software as well as the other material assets of the Company having a combined value of more than ninety percent (90%) of the total value of all the assets of the Company, as determined on the date of sale or transfer. A Change of Control shall not be deemed to occur merely upon the conversion of the Company to a corporation or other

entity, whether by contribution of the Company's assets, merger or otherwise, if upon the conversion the ownership of the Company's equity interests remains in the hands of those who were Shareholders immediately preceding the conversion. The foregoing installments, to the extent not exercised, shall accumulate and be exercisable, in whole or in part, at any time and from time to time, after becoming exercisable and prior to the termination of the Option; provided, that -----

no single exercise of the Option shall be for less than 10 shares, unless the number of shares purchased is the total number at the time available for purchase under this Option.

3.2. TERMINATION OF EMPLOYMENT

The Optionee may exercise the Option only while the Optionee is employed by the Company, except as provided in this Section 3.2 or in Section 3.3 or 3.4 hereof. In the event that the Optionee's termination of employment is by reason of the Optionee's retirement with the consent of the Company in accordance with the normal retirement policies of the Company, then the Optionee shall have the right (subject to the general limitations on exercise set forth in this Article 3) at any time within three months after such retirement and prior to the termination of the Option pursuant to Section 3.5 below, to exercise, in whole or in part, any Option held by such Optionee at the date of such retirement, whether or not such Option was exercisable immediately prior to such retirement.

3.3. DEATH

In the event of the Optionee's death while employed by the Company, the personal representative or legatees or distributees of the Optionee's estate, as the case may be, shall have the right (subject to the limitations on exercise set forth in this Article 3), to exercise any Option held by the Optionee at the date of such Optionee's death, whether or not the Option was exercisable on the date of the Optionee's death, at any time within one year after the date of the Optionee's death and prior to the termination of the Option as set forth in Section 3.5. hereof.

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3.4. DISABILITY

If the Optionee's termination of employment is by reason of "permanent and total disability" (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended), the Optionee shall have the right (subject to the limitations on exercise set forth in this Article 3) to exercise all or any part of the Option, whether or not the Option was exercisable immediately prior to the termination of employment, at any time within one year after such termination of employment and prior to the termination of the Option as set forth in Section 3.5 hereof.

3.5. TERMINATION OF OPTION

The Option shall terminate upon the earlier of (i) the expiration of a period of 10 years from the Date of Grant, or (ii) the Optionee's termination of employment with the Company.

3.5.1. LIMITATIONS ON EXERCISE OF OPTION

In no event may the Option be exercised prior to the occurrence of a Change in Control without the prior written approval and consent of the shareholders of the Company. Notwithstanding the foregoing, if not earlier exercised, the Option may be exercised, even if a Change in Control has not occurred, beginning on the date which is nine years and nine months following the Date of Grant. In no event, however, shall the Option be exercisable, in whole or in part, after 10 years following the Date of Grant. In no event may the Option be exercised for a fractional share.

3.6. METHOD OF EXERCISE OF OPTION

Subject to the terms and conditions of this Option Agreement, the Option may be exercised by delivering written notice of exercise to the Company, at its principal office, addressed to the attention of the President, which notice shall specify the number of shares for which the Option is being exercised, and shall be accompanied by payment in full of the Option Price of the shares for which the Option is being exercised. Payment of the Option Price for the Option Shares purchased pursuant to the exercise of the Option shall be made in whole or in part either: (i) in cash or by check payable to the order of the Company; (ii) to the extent permitted by applicable law and agreed to by the Company, by the delivery to the Company of a promissory note of the person exercising the Option, in which such person promises to pay the Option Price to the Company on such terms (including, without limitation, payment of interest) as shall be agreed to by the Company; (iii) to the extent permitted by applicable law through the tender to the Company of shares of the Company previously acquired by the Optionee and held for a period of at least six months, which shares shall be valued, for purposes of determining the extent to which the Option Price has been paid thereby, at their fair market value (determined by the Board of Directors of the Company) on the date of exercise; or (iv) by a combination of the foregoing methods. If the person exercising the Option is not the Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. An attempt to exercise the Option granted hereunder other than as set forth above shall

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be invalid and of no force and effect. Promptly after exercise of the Option as provided above, the Company shall deliver to the person exercising the Option a certificate or certificates for the Option Shares being purchased. Upon acceptance of payment of the Option Price by the Company, Optionee shall execute the Operating Agreement of the Company then in effect (the "Operating Agreement") and shall become subject to all of the rights, restrictions and limitations of a shareholder of the Company.

4. TRANSFERABILITY

4.1. TRANSFERABILITY OF OPTIONS

During the lifetime of an Optionee, only such Optionee (or, in the event of legal incapacity or incompetency, the Optionee's guardian or legal representative) may exercise the Option. No Option shall be assignable or transferable by the Optionee to whom it is granted, other than by will or the laws of descent and distribution.

4.2. TRANSFERABILITY OF OPTION SHARES

An Optionee (or any other person who is entitled to exercise an Option pursuant to the terms of this Agreement) shall not sell, pledge, assign, give or otherwise transfer or dispose of any Option Shares except in accordance with the provisions of the Operating Agreement.

4.3. PUBLICLY TRADED SHARES

If the Shares become listed on an established national or regional exchange or are admitted to quotation on the National Association of Securities Dealers Automated Quotation System, or are publicly traded in an established securities market, the foregoing restrictions of this Section 4 shall terminate as of the first date that the Shares are so listed, quoted or publicly traded.

4.4. LEGEND DESCRIBING RESTRICTIONS AND OBLIGATIONS

The Board may cause a legend to be placed prominently on certificates representing Shares issued pursuant to this Option Agreement in order to give notice of the transferability restrictions and obligations imposed by this Section 4.

5. RIGHTS AS SHAREHOLDER

Neither the Optionee nor any executor, administrator, distributee or legatee of the Optionee's estate shall be, or have any of the rights or privileges of, a shareholder of the Company in respect of any Option Shares issuable hereunder unless and until such shares have been fully paid and certificates representing such shares have been endorsed, transferred and delivered, and the name of the Optionee (or of such personal representative, administrator, distributee or legatee of the Optionee's estate) has been entered as the shareholder of record on the books of the Company.

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6. WITHHOLDING OF TAXES

The parties hereto recognize that the Company may be obligated to withhold federal and local income taxes and Social Security taxes to the extent that the Optionee realizes ordinary income in connection with the exercise of the Option or in connection with a disposition of any Option Shares acquired by exercise of the Option. The Optionee agrees that the Company may withhold amounts needed to cover such taxes from payments otherwise due and owing to the Optionee, and also agrees that upon demand the Optionee will promptly pay to the Company any additional amounts as may be necessary to satisfy such withholding tax obligation. Such payment shall be made in cash or by certified check payable to the order of the Company, or, at the discretion of the Company, may be made by withholding Option Shares upon exercise sufficient to cover the tax liability.

7. DISCLAIMER OF RIGHTS

No provision in this Option Agreement shall be construed to confer upon the Optionee the right to be employed by the Company, or to interfere in any way with the right and authority of the Company either to increase or decrease the compensation of the Optionee at any time, or to terminate any employment or other relationship between the Optionee and the Company.

8. INTERPRETATION OF THIS OPTION AGREEMENT

All decisions and interpretations made by the Board of Directors of the Company with respect to any issue of interpretation of this Option Agreement shall be binding and conclusive on the Company and the Optionee and any other person entitled to exercise the Option as provided for herein.

9. GOVERNING LAW

This Option Agreement shall be governed by the laws of the State of Georgia.

10. BINDING EFFECT

Subject to all restrictions provided for in this Option Agreement and by applicable law relating to assignment and transfer of this Option Agreement and the Option provided for herein, this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. NOTICE

Any notice hereunder by the Optionee to the Company shall be in writing and shall be deemed duly given if mailed or delivered to the Company at its principal office, addressed to the attention of the President, or if so mailed or delivered to such other address as the Company may hereafter designate by notice to the Optionee. Any notice hereunder by the Company to the Optionee shall be in writing and shall be deemed duly given if mailed or delivered to the

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Optionee at the address specified below by the Optionee for such purpose, or if so mailed or delivered to such other address as the Optionee may hereafter

designate by written notice given to the Company.

12. ENTIRE AGREEMENT

This Option Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof, including the Prior Option. Neither this Option Agreement nor any term hereof may be amended, waived, discharged or terminated except by a written instrument signed by the Company and the Optionee; provided, however, that the Company unilaterally may waive any

provision hereof in writing to the extent that such waiver does not adversely affect the interests of the Optionee hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Option Agreement, or caused this Option Agreement to be duly executed on their behalf, as of the day and year first above written.

OPTIONEE:

MANHATTAN ASSOCIATES, LLC

/s/ J. Paul Furbish, Jr

By: /s/ Alan J. Dabbiere

J. PAUL FURBISH, JR.

Title: President

MANHATTAN ASSOCIATES, LLC

SHARE OPTION AGREEMENT

This Share Option Agreement (the "Option Agreement") is made as of February 16, 1998, by and between MANHATTAN ASSOCIATES, LLC, a Georgia limited liability company (the "Company"), and DANIEL BASMAJIAN, SR., an individual employed by the Company (the "Optionee").

W I T N E S S E T H:

WHEREAS, in connection with the acquisition of Performance Analysis Corporation ("PAC") as a wholly-owned subsidiary of the Company and the employment of Optionee as President of PAC, the Company has agreed to issue to Optionee an option to purchase 34,000 shares of the Company at a purchase price of \$20.00 per share; and

WHEREAS, the parties desire to execute this Option Agreement to confirm the terms and conditions of said option;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other valuable consideration, the receipt of which is hereby acknowledged by the Company, the parties hereto do hereby agree as follows:

1. GRANT OF OPTION

The Company hereby grants to Optionee the right and option (the "Option") to purchase from the Company, on the terms and subject to the conditions set forth in this Agreement, thirty-four thousand (34,000) shares of the Company (the "Option Shares"), subject to adjustment pursuant to Section 5 hereof. The Option Shares shall be of the same class as shares issued pursuant to any options granted to Alan J. Dabbiere. The date of grant of this Option shall be February 16, 1998 ("Date of Grant").

2. PRICE

The purchase price (the "Option Price") for the Option Shares subject to the Option granted by this Option Agreement shall be \$20.00 per share.

3. EXERCISE OF OPTION

The Option granted pursuant to this Option Agreement shall be subject to vesting and exercise as follows:

3.1 VESTING AND TIME OF EXERCISE OF OPTION.

The Option shall vest as to 8,500 of the Option Shares on February 16, 1999. The Option shall vest as to 8,500 of the Option Shares each on February 16, 2000, February 16, 2001, and February 16, 2002, respectively. Except as provided in Section 3.5.1 below, the Option shall not become exercisable until an Exercise Event. An Option shall be exercisable only upon the occurrence of an Exercise Event, which shall be the earliest to occur of the following: (1) a Change in Control, at which time all outstanding and unexercised Options shall be deemed to be fully vested; (2) the date which is nine (9) years and six (6) months following the date of the grant of the Option; or (3) to the extent vested, upon the occurrence of an Initial Public Offering or whenever more than fifty percent (50%) of the issued and outstanding Shares are acquired by persons who are not Shareholders or Affiliates in a single transaction or series of transactions occurring over a period of thirty (30) consecutive days Change in Control.

For purposes of this Agreement, a Change of Control shall mean a sale or transfer (other than as security for the Company's obligations) of title to all of the computer software as well as the other material assets of the Company having a combined value of more than ninety percent (90%) of the total value of all the assets of the Company, as determined on the date of sale or transfer. A Change of Control shall not be deemed to occur merely upon the conversion of the Company to a corporation or other entity, whether by contribution of the Company's assets, merger or otherwise, if upon the conversion the ownership of the Company's equity interests remains in the hands of those who were shareholders of the Company immediately preceding the conversion.

Initial Public Offering means the closing of the first underwritten firm commitment offering of Shares following the declaration of effectiveness of a registration statement for such Shares by the Securities and Exchange Commission under the Securities Act of 1933, as amended (excluding any registration statement solely covering an employee benefit plan or corporate reorganization).

Affiliate means a person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company.

Share means an ownership interest in the Company which serves as a basis for determining a Shareholder's share of the net profits and losses, distributions of the Company's assets, and voting rights of Shareholders, or, if the Company is restructured or recapitalized as a corporation, a share of the common stock of the Company. Shareholder means an owner of Shares.

The foregoing, installments, to the extent not exercised, shall accumulate and be exercisable, in whole or in part, at any time and from time to time, after becoming exercisable and prior to the termination of the Option; provided,

that no single exercise of the Option shall be for less than 10 shares, unless the number of shares purchased is the total number at that time available for purchase under this Option.

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3.2. TERMINATION OF OPTION

Except as otherwise provided in Section 3.3, 3.4 and 3.5 below, this Option shall terminate and be of no further force and effect immediately upon the earlier of (i) the expiration of a period of 10 years from the Date of Grant, or (ii) the termination of Optionee's employment with PAC, Company or any successor entity.

3.3. DEATH

In the event of Optionee's death while employed by the Company, this Option shall become fully vested effective as of the date of Optionee's death, and the personal representatives or legatees or distributees of Optionee's estate, as the case may be, shall have the right (subject to the general limitations on exercise set forth in this Article 3) to exercise this Option to the extent held by Optionee on the date of such Optionee's death, at any time within one year after the date of Optionee's death and prior to the termination of the Option pursuant to Section 3.2(i) above.

3.4. DISABILITY

If Optionee's termination of employment is by reason of permanent and total disability as defined in the Employment Agreement executed among the Company, PAC and Optionee of even date herewith (the "Employment Agreement"), this Option shall become fully vested effective as of the date of disability, and Optionee shall have the right (subject to the general limitations on exercise set forth in this Article 3) to exercise all or any part of the Option, at any time within one year after such termination of employment and prior to the termination of the Option pursuant to Section 3.2(i) above.

3.5. TERMINATION OF EMPLOYMENT BY PAC

Notwithstanding anything herein to the contrary, if Optionee's employment by PAC is terminated by PAC or the Company and such termination is not for Good Cause, this Option (a) shall not terminate pursuant to Section 3.2(iii) hereof, and (b) shall become fully vested effective on the date of termination of employment. Good Cause shall mean the following: (i) Optionee's willful and material breach of the Employment Agreement or any subsequently executed written employment agreement by and between PAC and Optionee by act or omission or misconduct which materially and adversely affects the reputation or operations of PAC or the Company continuing for ten days after Optionee's receipt of written notice of need to cure; (ii) Optionee's willful dishonesty or fraud with respect to the business or affairs of PAC or Company which materially and adversely affects the operations or reputation of PAC or the Company; (iii) Optionee's conviction of a felony; or (iv) chronic alcohol abuse or illegal drug abuse by Optionee during the performance of his duties.

3.5.1. LIMITATIONS ON EXERCISE OF OPTION

In no event may the Option be exercised prior to the occurrence of an Exercise Event without the prior written approval and consent of the shareholders of the Company. Notwithstanding the foregoing, if not earlier exercised, the Option may be exercised, even if an

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Exercise Event has not occurred, beginning on the date which is nine (9) years and six (6) months following the Date of Grant. In no event, however, shall the Option be exercisable, in whole or in part, following the termination of the Option pursuant to Section 3.2 hereof. In no event may the Option be exercised for a fractional share.

3.6. METHOD OF EXERCISE OF OPTION

Subject to the terms and conditions of this Option Agreement, the Option may be exercised by delivering written notice of exercise to the Company, at its principal office, addressed to the attention of the President, which notice shall specify the number of shares for which the Option is being exercised, and shall be accompanied by payment in full of the Option Price of the shares for which the Option is being exercised. Payment of the Option Price for the Option Shares purchased pursuant to the exercise of the Option shall be made in whole or in part either: (i) in cash or by check payable to the order of the Company; (ii) to the extent permitted by applicable law and agreed to by the Company, by the delivery to the Company of a promissory note of the person exercising the Option, in which such person promises to pay the Option Price to the Company on such terms (including, without limitation, payment of interest) as shall be agreed to by the Company; (iii) to the extent permitted by applicable law through the tender to the Company of shares of the Company previously acquired by Optionee and held for a period of at least six months, which shares shall be valued, for purposes of determining the extent to which the Option Price has been paid thereby, at their fair market value (determined by the Board of Directors of the Company) on the date of exercise; or (iv) by a combination of the foregoing methods. If the person exercising the Option is not Optionee, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. An attempt to exercise the Option granted hereunder other than as set forth above shall be invalid and of no force and effect. Promptly after exercise of the Option as provided above, the Company shall deliver to the person exercising the Option a certificate or certificates for the Option Shares being purchased. Upon acceptance of payment of the Option Price by the Company, Optionee shall execute the Operating Agreement of the Company then in effect (the "Operating Agreement") and shall become subject to all of the rights, restrictions and limitations of a shareholder of the Company.

4. TRANSFERABILITY

4.1. TRANSFERABILITY OF OPTIONS

During the lifetime of Optionee, only Optionee (or, in the event of legal incapacity or incompetency, Optionee's guardian or legal representative) may exercise the Option. This Option shall not be assignable or transferable other than by will or the laws of descent and distribution.

4.2. TRANSFERABILITY OF OPTION SHARES

Optionee (or any other person who is entitled to exercise an Option pursuant to the terms of this Agreement) shall not sell, pledge, assign, give or otherwise transfer or dispose of any Option Shares except in accordance with the provisions of the Operating Agreement.

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4.3. PUBLICLY TRADED SHARES

If the Option Shares become listed on an established national or regional exchange or are admitted to quotation on the National Association of Securities Dealers Automated Quotation System, or are publicly traded in an established securities market, the foregoing restrictions of this Section 4 shall terminate as of the first date that the Option Shares are so listed, quoted or publicly traded.

4.4. LEGEND DESCRIBING RESTRICTIONS AND OBLIGATIONS

The Company may cause a legend to be placed prominently on certificates representing shares issued pursuant to this Option Agreement in order to give notice of the transferability restrictions and obligations imposed by this Section 4.

5. SHARE ADJUSTMENTS

In the event the outstanding shares of the Company are increased or decreased or changed into or exchanged for a different number or kind of interest or other securities of the Company or of any other entity by reason of any merger, sale, consolidation, liquidation, recapitalization, reclassification, split up, combination, or dividend, the total number of shares subject to this Option and the Option Price for this Option shall be appropriately adjusted by the Company's Board of Managers to reflect the change in the outstanding shares of the Company in the same manner as adjustments made to any options granted to Alan Dabbieri.

6. RIGHTS AS SHAREHOLDER

Neither Optionee nor any executor, administrator, distributee or legatee of Optionee's estate shall be, or have any of the rights or privileges of, a shareholder of the Company in respect of any Option Shares issuable hereunder unless and until such shares have been fully paid and certificates representing such shares have been endorsed, transferred and delivered, and the name of Optionee (or of such personal representative, administrator, distributee or legatee of Optionee's estate) has been entered as the shareholder of record on the books of the Company.

7. WITHHOLDING OF TAXES

The parties hereto recognize that the Company may be obligated to withhold federal and local income taxes and Social Security taxes to the extent that Optionee realizes ordinary income in connection with the exercise of the Option or in connection with a disposition of any Option Shares acquired by exercise of the Option. Optionee agrees that the Company may withhold amounts needed to cover such taxes from payments otherwise due and owing to Optionee, and also agrees that upon demand Optionee will promptly pay to the Company having such obligation any additional amounts as may be necessary to satisfy such withholding tax obligation. Such payment shall be made in cash or by certified check payable to the order of the Company, or, at the discretion of the Company, may be made by withholding Option Shares upon exercise sufficient to cover the

tax liability.

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8. DISCLAIMER OF RIGHTS

No provision in this Option Agreement shall be construed to confer upon Optionee the right to be employed by the Company, or to interfere in any way with the right and authority of the Company either to increase or decrease the compensation of Optionee at any time, or to terminate any employment or other relationship between Optionee and the Company.

9. CONVERSION OF THIS OPTION AGREEMENT

This Option Agreement shall be converted into and replaced by an option agreement pursuant to the Manhattan Associates, Inc. 1998 Stock Option Plan on the effective date of the transactions contemplated by the Subscription and Contribution Agreement which Optionee has agreed to execute pursuant to Section 4.5 of that certain Contribution Agreement dated as of February 16, 1998, among the Company, PAC and Optionee. The replacement option agreement shall provide for immediate exercisability of any options vested as of its effective date, and for immediate exercisability upon vesting of the options in accordance with the vesting schedule set forth in Section 3.1 of this Option Agreement. Furthermore, the replacement option agreement shall provide terms and conditions no less favorable than those contained in this Option Agreement.

10. GOVERNING LAW

This Option Agreement shall be governed by the laws of the State of Georgia.

11. BINDING EFFECT

Subject to all restrictions provided for in this Option Agreement and by applicable law relating to assignment and transfer of this Option Agreement and the Option provided for herein, this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12. NOTICE

Any notice hereunder by Optionee to the Company shall be in writing and shall be deemed duly given if mailed or delivered to the Company at its principal office, addressed to the attention of the President, or if so mailed or delivered to such other address as the Company may hereafter designate by notice to Optionee. Any notice hereunder by the Company to Optionee shall be in writing and shall be deemed duly given if mailed or delivered to Optionee at the address specified below by Optionee for such purpose, or if so mailed or delivered to such other address as Optionee may hereafter designate by written notice given to the Company.

13. ENTIRE AGREEMENT

This Option Agreement constitutes the entire agreement between the parties concerning the Option and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. Neither this Option Agreement nor any term

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hereof may be amended, waived, discharged or terminated except by a written instrument signed by the Company and Optionee.

IN WITNESS WHEREOF the parties hereto have duly executed this Option Agreement, or caused this Option Agreement to be duly executed on their behalf, as of the day and year first above written.

OPTIONEE:

/s/ Daniel Basmajian, Sr.

DANIEL BASMAJIAN, SR.

COMPANY:

MANHATTAN ASSOCIATES, LLC

By: /s/ Alan J. Dabbiere

Name: Alan J. Dabbiere

Title: President

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our reports (and to all references to our firm) included in or made part of this Form S-8 Registration Statement.

Arthur Andersen LLP

Atlanta, Georgia
August 3, 1998