
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 30, 2006

MANHATTAN ASSOCIATES, INC.

(Exact Name of Registrant as Specified in Its Charter)

Georgia
(State or Other Jurisdiction of
Incorporation or organization)

0-23999
(Commission File Number)

58-2373424
(I.R.S. Employer Identification No.)

2300 Windy Ridge Parkway, Suite 700, Atlanta, Georgia
30339
(Address of Principal Executive Offices)
(Zip Code)

(770) 955-7070
(Registrant's telephone number, including area code)

NONE
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Johar Employment Agreements

On March 30, 2006, Manhattan Associates, Inc. (the "Company") and its Executive Vice President, Global Research and Development and Chief Technology Officer, Pervinder Johar, entered into an Executive Employment Agreement (the "Executive Employment Agreement") and a Severance and Non-Competition Agreement (the "Johar Severance Agreement" and together with the Executive Employment Agreement, the "Johar Employment Agreements").

The Executive Employment Agreement, pursuant to which Mr. Johar is employed as the Company's Executive Vice President, Global Research and Development and Chief Technology Officer, has no fixed term and is terminable at will. The Johar Severance Agreement extends for 12 months after any termination of Mr. Johar unless the Company agrees otherwise.

In consideration of his agreement to serve the Company, Mr. Johar is entitled under the Executive Employment Agreement to an annual salary of \$245,000, subject to annual review and increase at the discretion of the Company's Chief Executive Officer or Board of Directors. Mr. Johar will be eligible to receive a performance-based bonus of \$155,000 based on the criteria set forth in the Executive Employment Agreement. This performance-based bonus is subject to review and increase by the Board of Directors or its Compensation Committee. The Executive Employment Agreement provided for the grant to Mr. Johar of options to purchase 146,259 shares of the Company's Common Stock.

In consideration of his agreement not to compete with the Company for 12 months following the date of any termination of Mr. Johar prior to July 31, 2009, in the event of termination other than a termination for Cause (as defined in the Johar Severance Agreement), the Company has agreed to pay Mr. Johar severance of 24 months of his then current base salary, a prorated portion of his earned bonus through the termination date, and payment for up to 25 earned vacation days, subject to all standard deductions and payable in 12 equal monthly installments from the date of termination, including a lump sum amount that would cover COBRA payments for Mr. Johar's family for medical and dental coverage, and reimbursement for up to \$100,000 in relocation expenses for a relocation within 12 months after termination. For any termination of Mr. Johar after July 31, 2009, other than a termination for Cause, the severance that the Company has agreed to pay to Mr. Johar is reduced to 12 months of his then current base salary, a prorated portion of his earned bonus through the termination date, and payment for up to 25 earned vacation days, subject to all standard deductions and payable in 12 equal monthly installments from the date of termination, including a lump sum amount that would cover COBRA payments for Mr. Johar and his family for medical and dental coverage. The Company's obligation to pay Mr. Johar these severance amounts is conditioned upon his compliance with the terms of the Johar Severance Agreement and his releasing the Company from any and all liability and claims of any kind.

Stock Option Modification Amendments

On August 28, 2007, the Company entered into Stock Option Modification Amendments (the "Option Amendments") with Mr. Johar, Dennis Story (the Company's Senior Vice President and Chief Financial Officer) and Jeffrey Mitchell (the Company's Executive Vice President — Americas Sales and Marketing). The Option Amendments provide that all options and restricted shares granted pursuant to the Company's Stock Incentive Plan shall vest upon (1) a Change of Control (as defined in the Option Amendments) of the Company and (2) the subsequent termination (other than for Cause as defined in the Option Amendments) or Constructive Termination (as defined in the Option Amendments).

Dabbieri Employment Agreement

On September 29, 2008, the Company and its Senior Vice President, Chief Legal Officer and Secretary, David Dabbieri, entered into a Severance and Non-Competition Agreement (the "Dabbieri Severance Agreement"). In consideration of his agreement not to compete with the Company, for 12 months following the date of any termination of Mr. Dabbieri, other than a termination for Cause (as defined in the Dabbieri Severance Agreement), the Company has agreed to pay Mr. Dabbieri severance of 12 months of his then current base salary, subject to all standard deductions and payable in 12 equal monthly installments from the date of termination, including COBRA payments for Mr. Dabbieri and his family for medical and dental coverage.

The Company's obligation to pay Mr. Dabbieri these severance amounts is conditioned upon his compliance with the terms of the Dabbieri Severance Agreement and his releasing the Company from any and all liability and claims of any kind.

The foregoing descriptions of the Executive Employment Agreement, Johar Severance Agreement, the Option Amendments and Dabbieri Severance Agreement are qualified in their entirety by reference to the full text of the Executive Employment Agreement, Johar Severance Agreement, Option Amendments and Dabbieri Severance Agreement, copies of which are attached as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Executive Employment Agreement by and between the Registrant and Johar Pervinder, effective as of March 30, 2006.
- 10.2 Severance and Non-Competition Agreement by and between the Registrant and Johar Pervinder, effective as of March 30, 2006.
- 10.3 Form of Modification Agreement for Terms and Conditions for Stock Options.
- 10.4 Severance and Non-Competition Agreement by and between the Registrant and David Dabbieri, effective as of September 29, 2008.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Manhattan Associates, Inc.

By: /s/ Dennis B. Story

Dennis B. Story

Senior Vice President and Chief Financial Officer

Dated: January 2, 2009

EXHIBIT INDEX

| <u>Exhibit Number</u> | <u>Description</u> |
|---------------------------|---|
| 10.1 | Executive Employment Agreement by and between the Registrant and Johar Pervinder, effective as of March 30, 2006. |
| 10.2 | Severance and Non-Competition Agreement by and between the Registrant and Johar Pervinder, effective as of March 30, 2006. |
| 10.3 | Form of Modification Agreement for Terms and Conditions for Stock Options. |
| 10.4 | Severance and Non-Competition Agreement by and between the Registrant and David Dabbieri, effective as of September 29, 2008. |

EXECUTIVE EMPLOYMENT AGREEMENT

THIS **EXECUTIVE EMPLOYMENT AGREEMENT** (the "Agreement") by and between Manhattan Associates, Inc, a Georgia limited liability company ("Company"), and Pervinder Johar ("Executive") is hereby entered into and effective as of the 30th day of March, 2006 (the "Effective Date").

WHEREAS, Company is engaged in the development, marketing, selling, implementation and installation of computer software solutions specifically designed for the management of warehouse and distribution centers and providing transportation management for consumer product manufacturers, retailers and retail and grocery suppliers and distributors (the "Company Business");

WHEREAS, Company desires to employ executive as Senior Vice President and Chief Technology Officer ___ and Executive desires to accept said employment by Company; and

WHEREAS, Company and Executive have agreed upon the terms and conditions of Executive's employment with Company and the parties desire to express the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is hereby agreed as follows:

AGREEMENTS:**1. Employment and Duties.**

A. Company shall employ Executive as Senior Vice President and Chief Technology Officer in accordance with the terms and conditions set forth in this Agreement. Executive hereby accepts employment on the terms set forth herein. Executive shall report to the President or the Chief Executive Officer (CEO) or such other executive as may be designed by the President, Chief Executive Officer or the Board of Directors.

B. Executive shall have responsibility for the long-range direction of software product research and development and is accountable for global product development, research, quality assurance and documentation functions ("Duties") and as may otherwise be assigned to him from time to time.

C. Executive agrees that he shall at all times faithfully and to the best of his ability and experience perform all of the duties that may be required of him pursuant to the terms of this Agreement. Executive shall devote his full business time to the performance of his obligations hereunder.

2. Compensation.

A. **Base Salary.** During his employment hereunder, Company shall pay to Executive a base salary ("Base Salary") of \$20,416.67 per month (\$245,000.00 annualized), subject to all standard employment deductions, which amount may be increased annually at the discretion of the Chief Executive Officer or Board of Directors.

B. **Performance-Related Bonus.** Executive shall be eligible to receive a performance-related bonus of \$155,000.00 per year, based on the criteria attached, **Exhibit A**, and subject to all standard employment deductions.

C. **Stock Option.** The Executive has received the option (the "Option") to purchase 146,259 shares of Company pursuant to the Manhattan Associates, Inc. Option Plan (the "Option Plan"). The options will vest in accordance with the stock option certificate given for each grant.

D. **Employee Benefits.** Executive shall be entitled to participate in all employee benefit plans, which Company provides for its employees at the executive level.

E. Expenses. Executive shall be reimbursed for expenses reasonably incurred in the performance of his duties hereunder in accordance with the policies of Company then in effect.

F. Vacation. Executive shall accrue 1.25 vacation days for each complete calendar month worked and 1.50 vacation days after three years employment per vacation policy. Upon termination, payment, shall be made for up to 25 accrued vacation days.

G. Relocation Package. Executive shall be entitled to the following relocation benefits:

- Full cost of moving your household goods from Massachusetts to Atlanta, GA by Manhattan Associates' corporate relocation company, to include insurance protection, up to 60 days temporary storage and up to 3 months temporary housing, if required.
- Shipping of two autos from Massachusetts to Atlanta. One auto will be shipped to arrive with household goods and the other will arrive approximately two weeks thereafter.
- Reimbursement of standard closing costs and real estate commissions of up to 6% associated with the sale of your home in Massachusetts. Home sale will occur through Manhattan Associates' Buyer Value Option (BVO) program to alleviate the need for gross ups.
- Home finding services to include community and school research provided by Manhattan Associates' corporate relocation company
- Reimbursement for standard closing costs and up to one discount point, inclusive of the loan origination fee, for a competitive loan by a large lending institution associated with the purchase of a home in Atlanta for a mortgage value of up to \$1,000,000.00. These reimbursements will be grossed up for tax purposes.
- All house hunting will be done in conjunction with prearranged business trips to Atlanta. Airfare will be covered by Company for spouse to accompany for three trips and airfare will be covered by Company for children for two trip.

Executive will repay these amounts to Company if Executive voluntarily terminates his employment or is terminated for cause within one year of the Effective Date of this Agreement.

3. Term. This Agreement is effective when signed by both parties. The parties agree that Executive's employment may be terminated at any time, for any reason or for no reason, for cause or not for cause, with or without notice, by Company or Executive. Upon any such termination, Executive shall return immediately to Company all documents and other property of Company, together with all copies thereof, including all Work Product and Proprietary Information, within Executive's possession or control.

For purposes of this Agreement, Work Product shall mean the data, materials, documentation, computer programs, inventions (whether or not patentable), and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, confidential information, or other property right, created or developed in whole or in part by Executive while performing services in furtherance of or related to the Company Business.

For purposes of this Agreement, Proprietary Information means all Trade Secrets and Confidential Information of Company.

For purposes of this Agreement, Confidential Information shall mean Company Information in whatever form, other than Trade Secrets, that is of value to its owner and is treated as confidential.

4. Ownership.

(a) All Work Product will be considered work made for hire by Executive and owned by Company. To the extent that any Work Product may not by operation of law be considered work made for hire or if ownership of all rights therein will not vest exclusively in Company, Executive assigns to Company, now or upon its creation without further consideration, the ownership of all such Work Product. Company has the right to obtain and hold in its own name copyrights, patents, registrations, and any other protection available in the Work Product. Executive agrees to perform any acts as may be reasonably requested by Company to transfer, perfect, and defend Company's ownership of the Work Product.

(b) To the extent any materials other than Work Product are contained in the materials Executive delivers to Company or its Customers, Executive grants to Company an irrevocable, nonexclusive, worldwide, royalty-free license to use and distribute (internally or externally) or authorize others to use and distribute copies of, and prepare derivative works based upon, such materials and derivative works thereof. Executive agrees that during his or her employment, any money or other remuneration received by Executive for services rendered to a Customer belong to Company.

For purposes of this Agreement, Customers shall mean any current customer or prospective customer of Company.

5. Trade Secrets and Confidential Information.

(a) Company may disclose to Executive certain Proprietary Information. Executive agrees that the Proprietary Information is the exclusive property of Company (or a third party providing such information to Company) and Company (or such third party) owns all worldwide copyrights, trade secret rights, confidential information rights, and all other property rights therein.

(b) Company's disclosure of the Proprietary Information to Executive does not confer upon Executive any license, interest or rights in or to the Proprietary Information. Except in the performance of services for Company, Executive will hold in confidence and will not, without Company's prior written consent, use, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, or for any purpose, any Proprietary Information communicated or made available by Company to or received by Executive. Executive agrees to notify Company immediately if he discovers any unauthorized use or disclosure of the Proprietary Information.

(c) Executive's obligations under this Agreement with regard to (i) Trade Secrets shall remain in effect for as long as such information remains a trade secret under applicable law, and (ii) Confidential Information shall remain in effect during Executive's employment with Company and for three years thereafter. These obligations will not apply to the extent that Executive establishes that the information communicated (1) was already known to Executive, without an obligation to keep it confidential at the time of its receipt from Company; (2) was received by Executive in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (3) was publicly known at the time of its receipt by Executive or has become publicly known other than by a breach of this Agreement or other action by Executive.

6. Non-Solicitation.

A. Customers. The relationships made or enhanced during Executive's employment with Company belong to Company. During Executive's employment and the one year period beginning immediately upon the termination of Executive's employment with Company for any reason (the "One Year Limitation Period"), Executive will not, without Company's prior written consent, contact, solicit or attempt to solicit, on his own or another's behalf, any Customer with whom Executive had contact in the one year prior to the end of Executive's employment with Company for any reason (the "One Year Restrictive Period") with a view of offering, selling or licensing any program, product or service that is competitive with the Company Business.

B. Employees/Independent Contractors. During Executive's employment and the One Year Limitation Period, Executive will not, without Company's prior written consent, call upon, solicit, recruit, or assist others in calling upon, soliciting or recruiting any person who is or was an employee of Company during the One Year Restrictive Period.

7. Acknowledgements. The parties hereto agree that: (i) the restrictions contained in this Agreement are fair and reasonable in that they are reasonably required for the protection of Company; (ii) by having access to information concerning employees and customers of Company, Executive shall obtain a competitive advantage as to such parties; (iii) the covenants and agreements of Executive contained in this Agreement are reasonably necessary to protect the interests of Company in whose favor said covenants and agreements are imposed in light of the nature of Company's business and the involvement of Executive in such business; (iv) the restrictions imposed by this Agreement are not greater than are necessary for the protection of Company in light of the substantial harm that Company will suffer should Executive breach any of the provisions of said covenants or agreements and (v) the covenants and agreements of Executive contained in this Agreement form material consideration for this Agreement.

8. Remedy for Breach. Executive agrees that the remedies at law of Company for any actual or threatened breach by Executive of the covenants contained in Section 4 through 7 of this Agreement would be inadequate and that Company shall be entitled to specific performance of the covenants in such paragraphs or injunctive relief against activities in violation of such paragraphs, or both, by temporary or permanent injunction or other appropriate judicial remedy, writ or order, in addition to any damages and legal expenses (including attorney's fees) which Company may be legally entitled to recover. Executive acknowledges and agrees that the covenants contained in Sections 4 through 7 of this Agreement shall be construed as agreements independent of any other provision of this or any other agreement between the parties hereto, and that the existence of any claim or cause of action by Executive against Company, whether predicated upon this or any other agreement, shall not constitute a defense to the enforcement by Company of said covenants.

9. No Prior Agreements. Executive hereby represents and warrants to Company that the execution of this Agreement by Executive and Executive's employment by Company and the performance of Executive's duties hereunder shall not violate or be a breach of any agreement with a former employer, client or any other person or entity.

10. Assignment; Binding Effect. Executive understands that Executive has been selected for employment by Company on the basis of Executive's personal qualifications, experience and skills. Executive agrees, therefore, that Executive cannot assign all or any portion of Executive's performance under this Agreement. Subject to the preceding two (2) sentences and the express provisions of Section 13. below, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns. The rights and obligations of Company hereunder shall be available to a successor in interest of Company, including a successor established for the purpose of converting Company to a corporation.

11. Complete Agreement. This Agreement is not a promise of future employment. Executive has no oral representations, understandings or agreements with Company or any of its officers, directors or representatives covering the same subject matter as this Agreement. This Agreement hereby supersedes any other employment agreements or understandings, written or oral, between Company and Executive. This written Agreement is the final, complete and exclusive statement and expression of the agreement between Company and Executive and of all the terms of this Agreement, and it cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified, except by a further writing signed by a duly authorized officer of Company and Executive, and no term of this Agreement may be waived except by writing signed by the party waiving the benefit of such term.

12. Notice. Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To Company: Manhattan Associates, Inc
 2300 Windy Ridge Pkwy
 7th Floor
 Atlanta, Georgia 30339
 Attention: President

To Executive: current address on file

Notice shall be deemed given and effective three (3) days after the deposit in the U.S. mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 12.

13. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The Section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

14. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute, but one and the same instrument.

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

COMPANY:

Manhattan Associates, Inc.

By /s/ Peter F. Sinisgalli
Name: Peter F. Sinisgalli
Title: President and CEO
Date: 3/30/06

EXECUTIVE:

/s/ Pervinder Johar
Name: Pervinder Johar
Date: 3/31/06

SEVERANCE AND NON-COMPETITION AGREEMENT

This Separation and Non-Competition Agreement is made this 30 day of March 2006 by and between Manhattan Associates ("Company") and Pervinder Johar ("Executive").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Employment. Company has agreed to employ Executive as Senior Vice President and Chief Technology Officer in accordance with the terms and conditions set forth in this Agreement and Executive has accepted such employment. This agreement governs the terms by which Executive shall receive certain payments in return for a promise not to compete with the business of the Company in the event of a termination.
2. Severance. In the event of a termination of employment by the Company or its successors, other than a termination for cause, prior to July 31, 2009 Executive shall receive a severance payment of twenty-four (24) months of Executive's then current base salary, a prorated portion of the earned bonus through the termination date, and payment for up to twenty-five (25) earned vacation days, subject to all standard deductions, payable in twelve (12) equal monthly payments from date of termination, including a lump sum amount that would cover COBRA payments for Executive's family for medical and dental coverage. The prorated portion of the earned bonus shall be paid at the time other executives receive their bonuses. After July 31, 2009 Executive shall receive a severance payment of twelve (12) months of Executive's then current base salary, a prorated portion of the earned bonus through the termination date, and payment for up to twenty-five (25) earned vacation days, subject to all standard deductions, payable in twelve (12) equal monthly payments from date of termination, including an amount equal to COBRA payments for Executive's family for medical and dental coverage. The prorated portion of the earned bonus shall be paid at the time other executive receive their bonuses.

Unless paid for by another employer, Company will also reimburse Executive up to One Hundred Thousand (\$100,000.00) Dollars in relocation expenses, to include the moving of household goods and home sale through the BVO Program, in the event of a termination of employment by the Company or its successors, other than a termination for cause before July 31, 2009 In order to receive reimbursement, such relocation must occur within one year of Executive's date of termination and Executive must relocate to within 50 miles of his now-current residence.

Company's obligation to make the severance payment shall be conditioned upon Executive's (i) execution of a release agreement in a form reasonably acceptable to the Company, and consistent with the terms of this Agreement and any other Agreements, whereby Executive releases the Company from any and all liability and claims of any kind, and (ii) compliance with the restrictive covenants and all post-termination obligations contained in this Agreement. Further, in the event of a termination, other than a termination for cause, Executive shall have thirty (30) days in which to exercise his vested options.

3. Cause. For purposes of this Agreement, Cause shall include but not be limited to an act or acts or an omission to act by the Executive involving (i) willful and continual failure to substantially perform his duties with the Company (other than a failure resulting from the Executive's Disability) and such failure continues after written notice to the Executive providing a reasonable description of the basis for the determination that the Executive has failed to perform his duties, (ii) indictment for a criminal offense other than misdemeanors not disclosable under the federal securities laws, (iii) breach of this Agreement in any material respect and such breach is not susceptible to remedy or cure or has not already materially damaged the Company, or is susceptible to remedy or cure and no such damage has occurred, is not cured or remedied reasonably promptly after written notice to the Executive providing a reasonable description of the breach, or (iv) conduct that the Board of Directors of the Company has determined, in good faith, to be dishonest, fraudulent, unlawful or grossly negligent or which is not in compliance with the Company's Code of Conduct or similar applicable set of standards or conduct and business practices set forth in writing and provided to the Executive prior to such conduct.

4. Non-Competition. Executive agrees that he will not work for any of the direct competitors to Company listed in Schedule A for a period of Twelve (12) months from the date of termination without written consent of Employer. Further, Executive agrees that he will not recruit or hire, another Executive or employee of Employer for a period of Twelve (12) months from the date of termination or cause or assist another Executive or employee of Employer to be hired by any competitor of Employer for a period of Twelve (12) months from the date of termination.

5. Effect of violations by Executive. Executive agrees and understands that any action by him in violation of this Agreement shall void Employer's payment to the Executive of all severance monies and benefits provided for herein and shall require immediate repayment by the Executive of the value of all consideration paid to Executive by
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Employer pursuant to this Agreement, and shall further require Executive to pay all reasonable costs and attorneys' fees in defending any action Executive brings, plus any other damages to which the Employer may be entitled.

6. Severability. If any provision, or portion thereof, of this Agreement is held invalid or unenforceable under applicable statute or rule of law, only that provision shall be deemed omitted from this Agreement, and only to the extent to which it is held invalid and the remainder of the Agreement shall remain in full force and effect.

7. Opportunity for review. Executive understands that he shall have the right to have twenty-one (21) days from the date of receipt of this Agreement to review this document, and within seven (7) days of signing this NON-COMPETITION AGREEMENT, to revoke this Agreement. Employer agrees and Executive understands that he does not waive any rights or claims that may arise after the date this Agreement is executed. THE PARTIES ACKNOWLEDGE THAT THEY HAVE HAD ACCESS TO INDEPENDENT LEGAL COUNSEL OF THEIR OWN CHOOSING IN CONNECTION WITH ENTERING INTO THIS AGREEMENT, AND THE PARTIES HEREBY ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE FULLY BOUND BY AND SUBJECT THERETO.

I have read this Agreement, I understand its contents, and I willingly, voluntarily, and knowingly accept and agree to the terms and conditions of this Agreement. I acknowledge and represent that I received a copy of this Agreement on 3/30, 2006.

EXECUTIVE:

/s/ Pervinder Johar
Pervinder Johar

3/31/06
Date

EMPLOYER:

/s/ Peter F. Sinisgalli
Peter F. Sinisgalli
President and Chief Executive Officer

3/30/06
Date



Modification Agreement for Terms and Conditions
for Stock Options

The purpose of this Stock Option Modification Agreement is to modify the terms of "Terms and Conditions for Stock Options" between Manhattan Associates, Inc. and [Insert name of executive] ("Optionee") as attached to each Manhattan Associates, Inc Stock Option Grant previously granted or granted in the future. Optionee's "Terms and Conditions for Stock Options" for all such grants are hereby modified as follows:

"In the event of a Change of Control AND provided Optionee is terminated other than for Cause or is terminated by a Constructive Termination and such termination or Constructive Termination occurs within two (2) years of such change of control, all options and all restricted shares granted prior to such change of control pursuant to the Manhattan Associates, Inc. Stock Incentive Plan whether vested or non-vested shall vest as of the date of the termination."

Definitions:

Change of Control shall mean the happening of an event that shall be deemed to have occurred upon the earliest to occur of the following events: (i) the date the stockholders of the Company (or the Board, if stockholder action is not required) approve a plan or other arrangement pursuant to which the Company will be dissolved or liquidated; (ii) the date the stockholders of the Company (or the Board, if stockholder action is not required) approve a definitive agreement to sell or otherwise dispose of all or substantially all of the assets of the Company; or (iii) the date the stockholders of the Company (or the Board, if stockholder action is not required) and the stockholders of the other constituent corporations (or their respective boards of directors, if and to the extent that stockholder action is not required) have approved a definitive agreement to merge or consolidate the Company with or into another corporation, other than, in either case, a merger or consolidation of the Company in which holders of shares of the Company's voting capital stock immediately prior to the merger or consolidation will have at least fifty percent (50%) of the ownership of voting capital stock of the surviving corporation immediately after the merger or consolidation (on a fully diluted basis), which voting capital stock is to be held by each such holder in the same or substantially similar proportion (on a fully diluted basis) as such holder's ownership of voting capital stock of the Company immediately before the merger or consolidation.

Cause shall include but not be limited to an act or acts or an omission to act by the Optionee involving (i) willful and continual failure to substantially perform his duties with the Company (other than a failure resulting from the Optionee's Disability) and such failure continues after written notice to the Optionee providing a reasonable description of the basis for the determination that the Optionee has failed to perform his duties, (ii) indictment for a criminal offense other than misdemeanors not disclosable under the federal securities laws, (iii) breach of this Agreement in any material respect and such breach is not susceptible to remedy or cure or has not already materially damaged the Company, or is susceptible to remedy or cure and no such damage has occurred, is not cured or remedied reasonably promptly after written notice to the Optionee providing a reasonable description of the breach, or (iv) conduct that the Board of Directors of the Company has determined, in good faith, to be dishonest, fraudulent, unlawful or grossly negligent or which is not in compliance with the Company's Code of Conduct or similar applicable set of standards or conduct and business practices set forth in writing and provided to the Optionee prior to such conduct.

Constructive Termination For purposes of this Agreement, Constructive Termination shall mean a situation after a Change of Control where the failure by the Company to provide the Optionee with compensation and benefits substantially comparable, in the aggregate, to those provided for under the employee benefit plans, programs and practices in effect immediately prior to the Change of Control.

All other terms of the "Terms and Conditions for Stock Options" shall remain the same. This provision is in addition to, and not in lieu of any provision in your employment agreement relating to options. Please indicate your acceptance of this modification by signing below.

| | |
|---|----------------------------------|
| Optionee: | Company: |
| By: _____ [Insert name of executive] | By: _____ Peter F. Sinisgalli |
| Date: _____ | Date: _____ |

SEVERANCE AND NON-COMPETITION AGREEMENT

This Separation and Non-Competition Agreement is made this 29 day of September 2008 by and between Manhattan Associates ("Company") and David K. Dabbiere ("Executive").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Employment. Company has agreed to employ Executive as Senior Vice President, Chief Legal Officer and Secretary in accordance with the terms and conditions set forth in this Agreement and Executive has accepted such employment. This agreement governs the terms by which Executive shall receive certain payments in return for a promise not to compete with the business of the Company in the event of a termination.
 2. Severance. In the event of a termination or Constructive Termination (as defined below) of employment by the Company or its successors, other than a termination for cause, Executive shall receive a severance payment equal to Twelve (12) months of Executive's then current base salary, subject to all standard deductions, payable in Twelve (12) equal monthly payments from date of termination, including COBRA payments for Executive's family for medical and dental coverage. Company's obligation to make the severance payment shall be conditioned upon Executive's (i) execution of a release agreement in a form reasonably acceptable to the Company, and consistent with the terms of this Agreement and any other Agreements, whereby Executive releases the Company from any and all liability and claims of any kind, and (ii) compliance with the restrictive covenants and all post-termination obligations contained in this Agreement. Further, in the event of a termination, other than a termination for cause, Executive shall have thirty (30) in which to exercise his vested options.
 3. Cause. For purposes of this Agreement, Cause shall include but not be limited to an act or acts or an omission to act by the Executive involving (i) willful and continual failure to substantially perform his duties with the Company (other than a failure resulting from the Executive's Disability) and such failure continues after written notice to the Executive providing a reasonable description of the basis for the determination that the Executive has failed to perform his duties, (ii) indictment for a criminal offense other than misdemeanors not disclosable under the federal securities laws, (iii) breach of this Agreement in any material respect and such breach is not susceptible to remedy or cure or has not already materially damaged the Company, or is susceptible to remedy or cure and no such damage has occurred, is not cured or remedied reasonably promptly after written notice to the Executive providing a reasonable description of the breach, or (iv) conduct that the Board of Directors of the Company has determined, in good faith, to be dishonest, fraudulent, unlawful or grossly negligent or which is not in compliance with the Company's Code of Conduct or similar applicable set of standards or conduct and business practices set forth in writing and provided to the Executive prior to such conduct.
 4. Change of Control. In the event of a Change of Control of the Company, as defined below, and Executive is terminated other than for Cause or is terminated by a Constructive Termination, all options, whether vested or non-vested shall vest as of the date of the Change of Control in the event Executive is terminated. "Change of Control" shall mean the happening of an event that shall be deemed to have occurred upon the earliest to occur of the following events: (i) the date the stockholders of the Company (or the Board, if stockholder action is not required) approve a plan or other arrangement pursuant to which the Company will be dissolved or liquidated; (ii) the date the stockholders of the Company (or the Board, if stockholder action is not required) approve a definitive agreement to sell or otherwise dispose of all or substantially all of the assets of the Company; or (iii) the date the stockholders of the Company (or the Board, if stockholder action is not required) and the stockholders of the other constituent corporations (or their respective boards of directors, if and to the extent that stockholder action is not required) have approved a definitive agreement to merge or consolidate the Company with or into another corporation, other than, in either case, a merger or consolidation of the Company in which holders of shares of the Company's voting capital stock immediately prior to the merger or consolidation will have at least fifty percent (50%) of the ownership of voting capital stock of the surviving corporation immediately after the merger or consolidation (on a fully diluted basis), which voting capital stock is to be held by each such holder in the same or substantially similar proportion (on a fully diluted basis) as such holder's ownership of voting capital stock of the Company immediately before the merger or consolidation.
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5. Constructive Termination. For purposes of this Agreement, Constructive Termination shall mean a situation after a Change of Control where the failure by the Company to provide the Executive with compensation and benefits substantially comparable, in the aggregate, to those provided for under the employee benefit plans, programs and practices in effect immediately prior to the Change of Control.
6. Non-Competition. Executive agrees that he will not work for any of the direct competitors to Company listed in Schedule A for a period of Twelve (12) months from the date of termination without written consent of Employer. Further, Executive agrees that they will not recruit or hire, another Executive of Employer for a period of Twelve (12) months from the date of termination or cause another Executive of Employer to be hired by any competitor of Employer for a period of Twelve (12) months from the date of termination.
7. Effect of violations by Executive. Executive agrees and understands that any action by him in violation of this Agreement shall void Employer's payment to the Executive of all severance monies and benefits provided for herein and shall require immediate repayment by the Executive of the value of all consideration paid to Executive by Employer pursuant to this Agreement, and shall further require Executive to pay all reasonable costs and attorneys' fees in defending any action Executive brings, plus any other damages to which the Employer may be entitled.
8. Severability. If any provision, or portion thereof, of this Agreement is held invalid or unenforceable under applicable statute or rule of law, only that provision shall be deemed omitted from this Agreement, and only to the extent to which it is held invalid and the remainder of the Agreement shall remain in full force and effect.
9. Opportunity for review. Executive understands that he shall have the right to have twenty-one (21) days from the date of receipt of this Agreement to review this document, and within seven (7) days of signing this NON-COMPETITION AGREEMENT, to revoke this Agreement. Employer agrees and Executive understands that he does not waive any rights or claims that may arise after the date this Agreement is executed. THE PARTIES ACKNOWLEDGE THAT THEY HAVE HAD ACCESS TO INDEPENDENT LEGAL COUNSEL OF THEIR OWN CHOOSING IN CONNECTION WITH ENTERING INTO THIS AGREEMENT, AND THE PARTIES HEREBY ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE FULLY BOUND BY AND SUBJECT THERETO.

I have read this Agreement, I understand its contents, and I willingly, voluntarily, and knowingly accept and agree to the terms and conditions of this Agreement. I acknowledge and represent that I received a copy of this Agreement on 9/29, 2008.

EXECUTIVE:

/s/ David K. Dabbieri
David K. Dabbieri

9/29/08
Date

EMPLOYER:

/s/ Peter F. Sinisgalli
Peter F. Sinisgalli
President and Chief Executive Officer

September 29, 2008
Date