NON-COMPETITION AGREEMENT

This Non-Competition Agreement is made this 26th day of March 2003 by and

between Manhattan Associates ("Employer") and Neil Thall ("Employee").

WHEREAS, Employee and Employer mutually desire to terminate their employment

relationship;

WHEREAS, Employee has agreed to waive all rights to any severance payments

which were due to him under his employment agreement dated March 30, 1998.

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. CONSIDERATION FOR SIGNING. In consideration for Employee signing this

 agreement, Employee shall receive $210,000.00 with proper withholdings

 for taxes, and paid in 12 equal semi-monthly installments of

 $17,500.00. Further, and in consideration of such payments, Employee

 agrees to provide reasonable telephonic consulting services to

 Employer to assist in matters, which may arise regarding transitioning

 Employee's duties to others. Further, Employee agrees to waive any

 severance payments or any other rights (but not any obligations due to

 Employer) due under his employment agreement dated March 30, 1998.

2. NON-COMPETITION. Employee agrees that he will not work for any of the

 direct competitors to Employer listed in Schedule A for a period of

 Eighteen (18) months from the date of termination without written

 consent of Employer. Further, Employee agrees that he will not recruit

 or hire, another employee of Employer for a period of Eighteen (18)

 months from the date of termination or cause another employee of

 Employer to be hired by any competitor of Employer for a period of

 Eighteen (18) months from the date of termination.

3. EFFECT OF VIOLATIONS BY EMPLOYEE. Employee agrees and understands that

 any action by him in violation of this NON-COMPETITION AGREEMENT shall

 void Employer's payment to the Employee of all severance monies and

 benefits provided for herein and shall require immediate repayment by

 the Employee of the value of all consideration paid to Employee by

 Employer pursuant to this Agreement, and shall further require

 Employee to pay all reasonable costs and attorneys' fees in defending

 any action Employee brings, plus any other damages to which the

 Employer may be entitled.

4. SEVERABILITY. If any provision, or portion thereof, of this NON

 COMPETITION 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.

5. OPPORTUNITY FOR REVIEW. Employee 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 Employee 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.

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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 March 26, 2003.

EMPLOYEE:

/s/ Neil Thall 3/26/03

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Neil Thall Date

EMPLOYER:

/s/ James M. Cook 3/26/03

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James M. Cook, Vice President, Date

Human Resources

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 SCHEDULE A

American Software

Catalyst International

EXE Technologies

FASCOR

Genco

HK Systems

Highjump

Heyde

IBS

IMI

Infoscan

Intentia

Interlink

Irista

J.D. Edwards

IRMS (Integrated Warehousing Solutions)

Lily Software

LIS

Logility

MARC

Majure Data

MCBA

OMI International, Inc.

Optum Software

Oracle

PCS

Provia

QSSI

Radcliffe Datahorse

Radio Beacon

Red Prairie

Retek

RLM

RT Systems

Robocom Systems, Inc.

SAP

Savant (parent ExecutivePerformance Systems - EPS Development)

Scandata Systems

Swisslog

SSA Global Technologies (Interbiz)

Tecsys

V3 Systems

Vertex

Yantra

Manugistics

I2

G-Log

Kewill

Nistevo

Elogex

NTE

Descartes

GT Nexus

LeanLogistics

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