

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-K**

(Mark One)

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

For the fiscal year ended December 31, 2014

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 000-23999

**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 No.)

2300 Windy Ridge Parkway, Tenth Floor  
Atlanta, Georgia  
( Address of principal executive offices )

30339  
( Zip Code )

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, \$.01 par value per share	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes  No

**Note** – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the Registrant as of June 30, 2014 was \$2,586,402,912, which was calculated based upon a closing sales price of \$34.43 per share of the Common Stock as reported by the Nasdaq Global Select Market on the same day. As of January 31, 2015, the Registrant had outstanding 74,234,464 shares of Common Stock.

**DOCUMENTS INCORPORATED BY REFERENCE**

The Registrant's definitive Proxy Statement for the Annual Meeting of Shareholders to be held May 14, 2015 is incorporated by reference in Part III of this Form 10-K to the extent stated herein.

**MANHATTAN ASSOCIATES, INC.**  
**Annual Report on Form 10-K**  
**For the Fiscal Year Ended December 31, 2014**  
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## Forward-Looking Statements

In addition to historical information, this Annual Report may contain “forward-looking statements” relating to Manhattan Associates, Inc. Such forward-looking statements generally can be identified by the use of forward-looking terminology such as “may,” “expect,” “forecast,” “guidance,” “intend,” “believe,” “could,” “project,” “estimate,” “anticipate,” “should,” and similar terminology. Investors and prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements. Among the important factors that could cause actual results to differ materially from those indicated by such forward-looking statements are changes in the supply chain environment, delays in product development, undetected software errors, technical difficulties, availability of technical personnel, changes in customer requirements, competitive pressures, market acceptance, the impact of acquisitions, and general economic conditions. Additional factors are set forth in the “*Risk Factors*” in Part I, Item 1A of this Annual Report. We undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes in future operating results.

## PART I

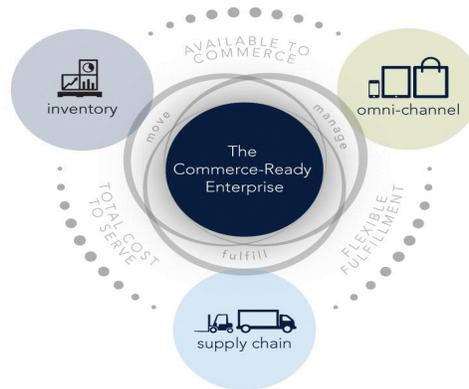
### Item 1. *Business*

#### Overview

Manhattan Associates was founded in 1990 in Manhattan Beach, California and incorporated in Georgia in 1998. References in this filing to the “Company,” “Manhattan,” “Manhattan Associates,” “we,” “our” and “us” refer to Manhattan Associates, Inc., our predecessors, and our wholly-owned and consolidated subsidiaries. Our principal executive offices are located at 2300 Windy Ridge Parkway, Tenth Floor, Atlanta, Georgia 30339, and our telephone number is 770-955-7070.

We develop, sell, deploy, service and maintain software solutions designed to manage supply chains, inventory and omni-channel operations for retailers, wholesalers, manufacturers, logistics providers and other organizations. Our customers include many of the world’s premier and most profitable brands.

Specifically, Manhattan Associates solutions help our customers in three distinct areas, as depicted by our solution footprint:



- Supply Chain - Manhattan solutions provide companies across industries the tools needed to manage distribution and optimize transportation costs throughout the entire network. Manhattan provides shippers the most comprehensive transportation management solutions in the market. This includes moving freight via the most cost-effective means possible while also meeting service level expectations. Likewise, Manhattan’s Warehouse Management solutions are widely regarded as industry leading systems designed to optimize productivity and throughput in distribution centers and warehouses around the world.
- Omni-Channel - Meeting ever-evolving consumer expectations of service, inventory availability and delivery convenience is a challenge every retailer must meet head on. Manhattan’s Omni-Channel solutions provide both ‘central’ or corporate solutions that manage inventory availability across all channels and locations as well as ‘local’ solutions deployed in retail stores to empower store associates to satisfy the demands of the walk-in shopper and the online customer.
- Inventory - Manhattan solutions provide distributors of any finished goods (apparel, food, auto parts, pharmaceuticals, etc.) the ability to forecast demand, determine when, where and how much inventory is needed and translate this into a profitable inventory buying plan. Through the use of advanced science and sophisticated analytics, customer service level is maximized with the minimum necessary inventory investment. Industry changes driven by omni-channel retail, pharmaceutical regulations and other trends make this an area of particular need for many retailers and wholesale distributors.

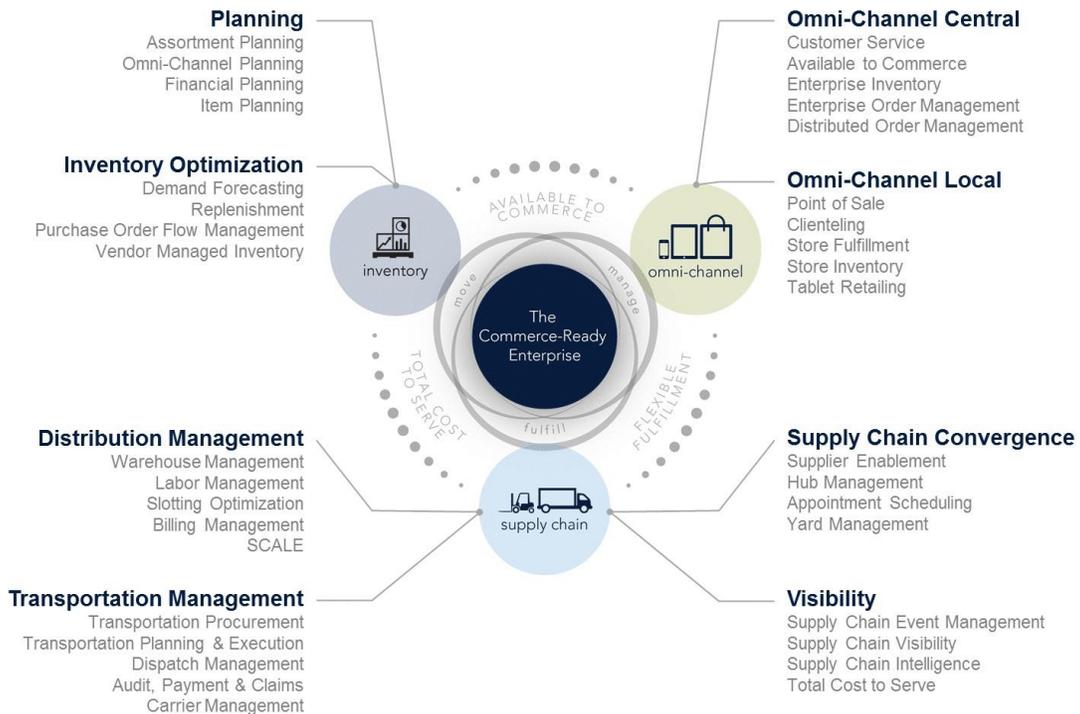
**Manhattan Associates' Software Solution Portfolios**

Our portfolio of solutions takes a platform-based approach to the following key areas. This approach implies a single, holistic technology architecture that provides customers with three major benefits:

- **Cross-Functional Business Solutions** - By virtue of shared data, taxonomy and interfaces, a platform solution enables the organization to tackle business challenges that might otherwise be too technically daunting to achieve. For instance, the ability to apportion freight, labor, inventory handling and overhead costs across the supply chain to determine an item's total cost to serve (TCO) for an end customer normally requires a massive integration and harmonization effort. With a platform like Manhattan's, this is simply another module that taps into a readily available pool of data in the supply chain and inventory solutions.
- **Total Cost of Ownership** - For IT executives, a platform enables TCO through consistency. A single set of tools to administrate security, resource management, system configuration and integration across all three functional disciplines allows for economies of scale within IT departments. The use of standard technologies, development tools and languages also ensures needed technical skills are readily available in the marketplace.
- **The Power of Shared Components** - When an organization has multiple disparate systems, there are frequently redundant capabilities found across the enterprise. Examples include yard management, parcel shipping and inventory visibility. The consequences of duplicate systems range from the simple confusion brought on by different naming conventions to the expensive and complex data becoming out of sync, resulting in missed appointments, chargebacks and similar.

**Manhattan Associates' Software Solution Modules**

The specific modules available within the overall portfolio are depicted in the diagram below.



## Supply Chain Solutions

As previously described, Supply Chain solutions are focused on the distribution and transportation operations of the enterprise. There are four main components of Manhattan's Supply Chain Solutions:

- **Distribution Management** - These applications comprise Manhattan's Warehouse Management Solutions (WMS) commonly used to manage the complexity of the modern warehouse. They manage the flow of goods and information across the distribution center. The complete distribution management suite not only includes capabilities focused on execution within the distribution center, but also on the management of personnel, performance and the overall distribution center layout. All of these solutions come together to provide the customer the most productive workforce with an operation that can scale to meet the highest demands during peak season, yet can still operate effectively and profitably throughout the course of the year.
- **Transportation Management** - Organizations today face a complex transportation environment with ever-changing demands driven by macro-economic trends and governmental regulations. Manhattan's Transportation Management Solutions (TMS) are designed to help shippers navigate their way through these demands while meeting customer service expectations at the lowest possible freight costs. Components include procurement and modeling tools to setup a network that can be successful, along with planning, execution and settlement tools to manage day-to-day transportation requirements.
- **Supply Chain Convergence** - Unique to Manhattan's platform approach are a set of common components that for most solutions are either in a WMS or a TMS. These include tools designed to manage the scheduling of appointments with carriers and suppliers as well as oversee operations of the yard.
- **Visibility** - Crucial to effective supply chain management is visibility into the movement of goods between locations in the supply chain and outside the enterprise's realm of control. Manhattan provides world-class visibility and event management tools that not only provide alerts to when events occur in the supply chain, but also when they don't occur (such as missing a vessel overseas) that can have a cascading effect on production lines, freight and most importantly, customer commitments.

## Omni-Channel Solutions

As omni-channel retail has placed new demands on organizations, it has also created new software solution needs. These demands range from the ability to leverage inventory across the entire network to meet any demand, to providing store associates and call center representatives the means to take advantage of that available inventory.

- **Omni-Channel Central Solutions** - There is a wide range of new capabilities that must be leveraged at a corporate or 'central' level in retail today. The goal is to enable an omni-channel commerce platform that can be tapped into by any selling system—webstore, ERP, point-of-sale, call center, mobile app, etc. Manhattan's Enterprise Inventory builds out a complete inventory availability picture that can be updated in near-real time with feeds from the warehouse, the store and the network. Enterprise Order Management merges this inventory availability data with demand feeds from across the organization to match supply with demand in a way that satisfies customer delivery expectations while also striving to maximize profitability. Lastly, the Call Center application provides representatives access to this inventory picture as well as complete customer sales history to satisfy shopper needs, regardless of whether it is an exchange, a return or a new order.
- **Omni-Channel Local Solutions** - Just as the consumer enters the store with more information than ever, it is now vital to equip the sales associate with all relevant information and capabilities to satisfy that shopper's every demand. Local solutions include mobile Point of Sale to process any purchase transactions, Clienteling to provide the associate with a complete picture of the shopper's purchase history, and Tablet Retailing to offer a virtual showroom. When all of these solutions come together on a single mobile platform, retailers are able to offer unparalleled service and convenience for the shopper.

Also an important part of Local solutions are Store Inventory and Fulfillment. Most retailers are now looking to leverage store inventory to fulfill ecommerce demand (driving greater sales revenue with less inventory). In order to achieve this, solutions that can maintain inventory integrity and enable productive, reliable fulfillment are required.

## Inventory Solutions

The ability to accurately forecast demand and project inventory needs is only heightened by omni-channel retail requirements that change traditional approaches to inventory management. Manhattan's Inventory solutions address both the questions of what products should be carried and how much is needed at what locations and dates.

- **Inventory Optimization** - This set of applications includes sophisticated demand forecasting capabilities that can address the particularly challenging slow-moving and intermittent products that frequently result in excess inventory due to unpredictability. Also included is the Replenishment module that can evaluate inventory needs across all locations and channels. This module can even suggest transferring inventory between locations (warehouses or stores) or 'protect' merchandise at a store from online sales in order to save it for walk-in traffic.

- **Planning** - Manhattan's Planning solutions provide merchants the tools they need to create channel-, store- or region-specific assortments. These tools offer channel-specific metrics and methodologies that optimize the planning process and maximum retailer revenues.

**Manhattan SCALE™**

SCALE is our portfolio of logistics execution solutions built on Microsoft's .NET® platform. Purpose built for rapid development and a value based total cost of ownership, it is targeted toward companies with execution-focused supply chain needs that require speed-to-value, resource-light system configuration and maintenance, and the ability to quickly scale their logistics operations up or down in response to market fluctuations or business requirement changes. SCALE combines the features of Trading Partner Management, Yard Management, Optimization, Warehouse Management and Transportation Execution.



Because SCALE leverages a common platform, solutions share common data elements and each user can access all applications through a single sign-on. Users also can set up “dashboards” that enable easy access to real-time information most relevant to their jobs. SCALE’s ease of deployment, operation and support make it a popular choice for organizations operating in countries with emerging and developing economies, and where technical support resources are limited.

**Technology Platform**

Our solutions operate across Unix, IBM System i, Linux and Microsoft's .NET computing platforms, as well as on multiple hardware platforms and systems. Because supply chain solutions necessarily interact with other business operation systems, our solutions are designed to interoperate with software from other providers as well as with a company's existing legacy systems. This interfacing and open system capability enables customers to continue using existing computer resources and to choose among a wide variety of existing and emerging computer hardware and peripheral technologies. We provide an integration framework to facilitate rapid and reliable integration to any Enterprise Resource Planning (ERP) or host business systems (including certified integration to both SAP and Microsoft Dynamics AX). We also offer certain of our solutions in both on-premise software and cloud computing models so that customers can select the option that best meets their requirements for control, flexibility, cost of ownership, and time-to-deployment.

**Professional Services**

We advise and assist our customers in planning and implementing our solutions through our global Professional Services Organization. To ensure long-term successful customer relationships, consultants assist customers with the initial deployment of our systems, the conversion and transfer of the customer's historical data onto our systems, and ongoing training, education, and system upgrades. We believe our Professional Services teams enable customers to implement our solutions knowledgeably and in the appropriate amount of time, help customers achieve expected results from system investments, continuously identify new opportunities for supply chain advancements, and meaningfully add to our industry-specific knowledge base to improve future implementations and product innovations.

Substantially all of our customers utilize some portion of our Professional Services to implement and support our software solutions. Professional Services typically are rendered under time and materials contracts, with services billed by the hour.

Professional Services sometimes are rendered under fixed-fee contracts, with payments due on specific dates or milestones. We believe that increased sales of our software solutions will drive higher demand for our Professional Services.

We believe our Professional Services team delivers deep supply chain domain expertise to our customers through industry-specific “best-practices” protocols and processes developed through the collective knowledge we have gained from 25 years of implementing our supply chain solutions worldwide. We also extensively train our consulting personnel on supply chain operations and on our solutions.

Business consultants, systems analysts, and technical personnel assist customers in all phases of implementing our systems, including planning and design, customer-specific module configuration, on-site implementation- or conversion from existing systems, and integration with customer systems such as Enterprise Resource Planning (ERP), web- and mobile-based commerce platforms, and Material Handling Equipment (MHE) systems. At times, third-party consultants, such as those from major systems integrators, assist our customers with certain implementations.

### **Customer Support Services and Software Enhancements**

We offer a comprehensive program that provides our customers with software upgrades for additional or improved functionality and technological advances incorporating emerging supply chain and industry initiatives. Over the past three years, our annual renewal rate of customers subscribing to comprehensive support and enhancements has been greater than 90%. We are able to remotely access customer systems to perform diagnostics, provide on-line assistance, and facilitate software upgrades. We offer 24-hour customer support every day of the year, plus software upgrades for an annual fee that is paid in advance and is based on the solutions the customer has and the service level required. Software upgrades are provided under this program on a when-and-if-available basis.

### **Training**

We offer training in a structured environment for new and existing users. Training programs are provided at fixed fees per-person, per-class, and cover topics such as (but not limited to) solution use, configuration, implementation, and system administration. Several computer-based training programs can be purchased for a fixed fee for use at client sites.

### **Hardware Sales**

Along with software licenses, and as a convenience for our customers, we resell a variety of hardware developed and manufactured by others, including (but are not limited to) computer hardware, radio frequency terminal networks, RFID chip readers, bar code printers and scanners, and other peripherals. We resell all third-party hardware products and related maintenance pursuant to agreements with manufacturers or through distributor-authorized reseller agreements pursuant to which we are entitled to purchase hardware products and services at discount prices and to receive technical support in connection with product installations and any subsequent product malfunctions. We do not maintain hardware inventory as we generally purchase hardware from vendors only after receiving related customer orders.

### **Strategy**

Our objective is to extend our position as the leading global commerce solutions provider for organizations intent on creating and sustaining market advantages through technology-enabled commerce solutions. Our solutions help global distributors, wholesalers, retailers, logistics providers and manufacturers successfully manage accelerating and fluctuating market demands, as well as master the increasing complexity and volatility of their local and global supply chains. We believe our solutions are advanced, highly functional and highly scalable. They are designed to enable organizations to: create customer experiences consistent with their brand values; improve relationships with suppliers, customers and logistics providers; leverage investments across supply chain functions; effectively generate revenue and manage costs; and meet dynamically changing customer requirements. We believe our solutions are uniquely positioned to holistically optimize the way companies bring together omni-channel, supply chain and inventory management:

*Develop and Enhance Software Solutions.* We intend to continue to focus our research and development resources on enhancing our Supply Chain, Omni-Channel Commerce and Inventory Solutions. We offer what we believe to be the broadest and most richly-featured software portfolio in the marketplace. To continuously expand functionality and value, we plan to continue to provide enhancements to existing solutions and to introduce new solutions to address evolving industry standards and market needs. We identify these opportunities through our Product Management, Professional Services, Customer Support and Account Management organizations, through interactions such as ongoing customer consulting engagements and implementations, sessions with our solution user groups, association with leading industry analyst and market research firms, and participation on industry standards and research committees. Our solutions address needs in various vertical markets, including retail, consumer goods, food and grocery, logistics service providers, industrial and wholesale, high technology and electronics, life sciences and government. We intend to continue to enhance our solutions to meet the dynamic requirements of these and new vertical markets as business opportunities dictate.

*Expand International Presence.* We believe our solutions offer significant benefits to customers in markets outside the United States, and for organizations with global operations. We have offices in Australia, China, France, India, Japan, the Netherlands, Singapore, and the United Kingdom, as well as representatives in Mexico and reseller partnerships in Latin America, Eastern Europe, the Middle East, South Africa, and Asia. Our Europe, Middle East, and Africa (EMEA) operations support sales, implementation services, and customer support functions for customers in Europe as well as a number of customers across the Middle East, concentrated in countries we consider politically and economically stable. Our Asia Pacific (APAC) operations service emerging opportunities in China, Southeast Asia, and India, as well as more established markets in Japan, Australia and New Zealand. Our international strategy includes leveraging the strength of our relationships with current U.S. and Europe-based customers that also have significant international operations.

*Strategic Alliances and Indirect Sales Channels.* We currently sell our products primarily through our direct sales personnel, and through partnership agreements with a select number of organizations in emerging markets where we do not currently have a direct sales presence. We have worked on joint projects and joint sales initiatives with industry-leading consultants and software systems implementers, including most of the large consulting firms and other systems consulting firms specializing in our targeted industries, to supplement our direct sales force and professional services organization. We expand our indirect sales channels through reseller agreements, marketing agreements, and agreements with third-party logistics providers. These alliances extend our market coverage and provide us with new business leads and access to trained implementation personnel.

*Acquire or Invest in Complementary Businesses.* We continuously evaluate strategic acquisition opportunities of technologies, solutions, and businesses that are consistent with our platform-based strategy and enable us to enhance and expand our offerings. Preferred acquisition targets are those that would be complementary to our existing solutions and technologies, expand our geographic presence and distribution channels, extend our presence into additional vertical markets with challenges and requirements similar to those we currently serve, and further solidify our leadership position within the primary components of supply chain planning and execution.

## **Sales and Marketing**

We employ multi-disciplinary sales teams that consist of professionals with industry experience in sales and technical sales support. To date, we have generated the majority of our software sales (licensing) revenue through our direct sales force. We plan to continue to invest in our sales, services, and marketing organizations within the United States, EMEA, and APAC, and to pursue strategic marketing partnerships. We conduct comprehensive global marketing programs that include prospect profiling and targeting, lead generation, public relations, analyst relations, trade show attendance and sponsorships, supply chain conference hosting, online marketing, joint promotion programs with vendors and consultants, and ongoing customer communication programs.

Our sales cycle typically begins with the generation of a sales lead — through in-house telemarketing efforts, targeted promotions, web inquiries, trade show presence, speaking engagements, hosted seminars, or other means of referral — or the receipt of a request for proposal from a prospective customer. Leads are qualified and opportunities are closed through a process that includes telephone-based assessments of requirements; responses to requests for proposals, presentations and product demonstrations, site visits and/or reference calls with organizations already using our supply chain solutions, and contract negotiations. Sales cycles vary substantially from opportunity to opportunity, but typically require nine to twelve months.

In addition to new customer sales, we plan to continue to leverage our existing customer base to drive revenue from system upgrades, sales of additional licenses of purchased solutions, and sales of new or add-on solutions. To efficiently penetrate emerging global markets, we leverage indirect sales channels, including sales through reseller agreements, marketing agreements, and agreements with third-party logistics providers. To extend our market coverage, generate new business leads, and provide access to trained implementation personnel, we leverage strategic alliances with systems integrators skilled at implementing our solutions. Business referrals and leads are positively influenced by systems integrators, which include most of the large consulting firms and other systems consulting firms specializing in our targeted industries.

Our Manhattan Value Partner (Manhattan MVP™) and Manhattan GeoPartner™ programs foster joint sales and marketing with other organizations. Manhattan Value Partners are proven software and hardware providers, trusted third-party integrators and consultants who bring added value to customer engagements through vertical industry knowledge or technical specialization. Manhattan MVPs support and complement our supply chain solutions so we can provide customers with a comprehensive approach that is suited to their business requirements. This collaborative program is designed to benefit both Manhattan and our partners through tailored joint marketing, sales and, in some cases, co-development efforts. Among others, Manhattan MVPs include IBM, Deloitte, Kurt Salmon, Microsoft, and Motorola. Manhattan GeoPartners represent a select group of companies that sell and implement our solutions in specific geographies around the world, each providing valuable localized expertise to meet customer needs in areas such as Western Europe, Eastern Europe, Russia, the Middle East, Latin America, Africa, and the Asia Pacific region.

## Customers

To date, our customers have been suppliers, manufacturers, distributors, retailers, and logistics providers in a variety of industries. Our top five customers (new or pre-existing) in the aggregate accounted for 10%, 11%, and 12% of total revenue for the years ended December 31, 2014, 2013, and 2012, respectively. No single customer accounted for more than 10% of our total revenue in 2014, 2013, or 2012.

## Product Development

We focus our development efforts on new product innovation and adding new functionality to existing solutions, integrating our various solution offerings, enhancing the operability of our solutions across our Supply Chain Process Platform and across distributed and alternative hardware platforms, operating systems, and database systems. We believe that our future success depends, in part, on our ability to continue to enhance existing solutions, to respond to dynamically changing customer requirements, and to develop new or enhanced solutions that incorporate new technological developments and emerging supply chain and industry standards. To that end, development frequently focuses on base system enhancements and incorporating new user requirements and features into our solutions. As a result, we deliver packaged, highly configurable solutions with increasingly rich functionality rather than custom-developed software. We also deliver interface toolkits for many major ERP systems to enhance communication and improve data flows between our core solutions and our clients' host systems.

We leverage internal and external scientific advisors to inform our solution strategies and research and development approaches with the most advanced thinking on supply chain opportunities, challenges, and technologies. Our internal research team is comprised of Ph.D.-credentialed math and science experts who work on creating and solving algorithms and other constructs that advance the optimization capabilities and other aspects of our solutions. We also regularly communicate with and are advised by experts from leading educational institutions known for their supply chain disciplines, and practitioners from organizations deploying supply chain technology in innovative and market-advancing ways. Together, our research team and external advisors inform both the practical business approaches and the mathematical and scientific inventiveness of our solutions.

We conduct most research and development internally in the U.S. and India to retain domain knowledge and to promote programming continuity standards. However, we may periodically outsource some projects that can be performed separately and/or that require special skills. We also use third-party translation companies to localize our application software into various languages such as, but not limited to, Chinese, French, Japanese, and Spanish.

Our research and development expenses for the years ended December 31, 2014, 2013, and 2012 were \$49.0 million, \$44.5 million, and \$44.7 million, respectively. We intend to continue to invest significantly in product development.

## Competition

Our solutions are solely focused on enterprise commerce capabilities, which have been consolidating rapidly, are intensely competitive, and are characterized by rapid technological change. The principal competitive factors affecting the markets for our solutions include: industry expertise; company and solution reputation; company viability; compliance with industry standards; solution architecture; solution functionality and features; integration experience, particularly with ERP providers and material handling equipment providers; ease and speed of implementation; proven return on investment; historical and current solution quality and performance; total cost of ownership; solution price; and ongoing solution support structure. We believe we compete favorably with respect to each of these factors.

Our competitors are diverse and offer a variety of solutions directed at various aspects of the supply chain, as well as at the enterprise as a whole. Our existing competitors include:

- Corporate information technology departments of current or potential customers capable of internally developing solutions;
- ERP vendors, including Oracle, SAP, and Infor, among others;
- Supply chain execution vendors, including JDA Software Group, Inc. (JDA), HighJump Software Inc., and the Sterling Commerce division of IBM, among others;
- Supply chain planning vendors, including JDA and SAS Institute Inc., among others; and
- Smaller independent companies that have developed or are attempting to develop supply chain execution solutions and/or planning solutions that apply in specific countries and/or globally.

We anticipate facing increased competition from ERP and supply chain management (SCM) applications vendors and business application software vendors that may broaden their solution offerings by internally developing or by acquiring or partnering with independent developers of supply chain planning and execution software. Some of these ERP and other potential competitors have longer operating histories; significantly more financial, technical, marketing and other resources; greater name recognition; broader

solutions; and larger installed bases of customers than us. To the extent that ERP and SCM vendors or other large competitors develop or acquire systems with functionality comparable or superior to ours, their larger customer bases, long-standing customer relationships, and ability to offer broader solutions outside the scope of supply chain could create significant competitive advantage for them. It also is possible that new competitors or alliances among current and/or new competitors could emerge to win significant market share. Increased competition could result in price reductions, fewer customer orders, reduced earnings and margins and loss of market share. In turn, this could have a material adverse effect on our business, results of operations, cash flow, and financial condition.

We believe we have established meaningful competitive advantages through our supply chain expertise; our platform-based solution approach; our track record of continuous supply chain innovation and investment; our strong and endorsing customer relationships; our significant success in deploying and supporting supply chains for market-leading companies; and our ability to out-execute others in identifying sales opportunities and demonstrating expertise throughout the sales cycle. However, to further our market success, we must continue to respond promptly and effectively to technological change and competitors' innovations. Consequently, we cannot assure that we will not be required to make substantial additional investments in research, development, marketing, sales and customer service efforts in order to meet any competitive threat, or that we will be able to compete successfully in the future.

### **International Operations; Segments**

We have three reporting segments, based on geographic location: the Americas; Europe, Middle East and Africa ("EMEA"); and Asia Pacific ("APAC"). For further information on our segments, see Note 7 to our consolidated financial statements. Our international revenue was approximately \$134.6 million, \$110.8 million, and \$104.4 million for the years ended December 31, 2014, 2013, and 2012, respectively, which represents approximately 27%, 27%, and 28% of our total revenue for the years ended December 31, 2014, 2013, and 2012, respectively. International revenue includes all revenue derived from sales to customers outside the United States. We now have approximately 1,470 employees in our International operations.

### **Proprietary Rights**

We rely on a combination of copyright, patent, trade secret, trademark, and trade dress laws, confidentiality procedures, and contractual provisions to protect our proprietary rights in our products, processes and technology. We have registered trademarks for Manhattan Associates and the Manhattan Associates logo, as well as a number of our products and features. Generally we enter into confidentiality and assignment-of-rights agreements with our employees, consultants, customers and potential customers and limit access to, and distribution of, our proprietary information. We license our proprietary products to our customers under license agreements that we believe contain appropriate use and other restrictions in order to try to best protect our ownership of our products and our proprietary rights in them, and to protect our revenue potential from our products. However, despite our efforts to safeguard and maintain our proprietary rights, we cannot ensure that we will successfully deter misappropriation, unintended disclosure or independent third-party development of our technology or our proprietary rights or information. Policing unauthorized use of our products is difficult, and, while we are unable to determine the extent to which piracy of our software solutions exists, as is the case with any software company, piracy could become a problem. Further, to the extent that we enter into transactions in countries where intellectual property laws are not well developed or are poorly enforced, our efforts to protect our proprietary rights may be ineffective. Whether we seek to enforce our proprietary rights in the U.S. or abroad, our efforts, including litigation to enforce our rights, can result in substantial costs and diversion of resources, and such efforts, or our failure to succeed in such efforts, could have a material adverse effect on our business, financial condition, results of operations or cash flows, regardless of the final outcome.

As the number of supply chain management solutions available in the marketplace increases and solution functionality continues to overlap, supply chain software may increasingly become subject to claims of infringement or other misappropriation of intellectual property. Third parties may assert infringement or misappropriation claims against us relating to our products, processes or technology. Such claims, whether or not they have merit, generally are time-consuming and may result in costly litigation, divert management's attention or cause product shipment delays or require us to enter into royalty or licensing arrangements. Defense of infringement or other misappropriation claims, entering into royalty or licensing agreements, the unavailability of such agreements, or adverse determinations in proprietary rights litigation could have a material adverse effect on our business, results of operations, cash flow and financial condition.

### **Employees**

At December 31, 2014, we employed approximately 2,770 employees worldwide, of which 1,310 are based in the Americas, 190 in EMEA, and 1,270 in APAC (including India).

**Available Information**

We file annual, quarterly and current reports and other information with the Securities and Exchange Commission (the “SEC” or the “Commission”). These materials can be inspected and copied at the SEC’s Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Copies of these materials may also be obtained by mail at prescribed rates from the SEC’s Public Reference Room at the above address. Information about the Public Reference Room can be obtained by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at [www.sec.gov](http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

On our website, [www.manh.com](http://www.manh.com), we provide free of charge our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments thereto, as soon as reasonably practicable after they have been electronically filed or furnished to the SEC. Information contained on our website is not part of this Form 10-K or our other filings with the SEC.

Additionally, our code of business conduct and ethics and the charters of the Audit, Compensation, and Nomination and Governance Committees of the Board of Directors are available on our website.

**Item 1A. Risk Factors**

You should consider the following and other risk factors in evaluating our business or an investment in our common stock. The occurrence of adverse events described in the following risk factors or other adverse events not described in the following risk factors could have a material adverse effect on our business, results of operations, cash flow and financial condition, and could cause the trading price of our common stock to decline.

**Economic, political and market conditions can adversely affect our business, results of operations, cash flow and financial condition, including our revenue growth and profitability, which in turn could adversely affect our stock price.** Our business is influenced by a range of factors that are beyond our control and that we have no comparative advantage in forecasting. These include:

- general economic and business conditions;
- overall demand for enterprise software and services;
- governmental policy, budgetary constraints or shifts in government spending priorities;
- general geo-political developments; and
- currency exchange rate fluctuations.

Macroeconomic developments like the continued slow pace of economic recovery in the United States and Europe and in parts of Asia and South America could negatively affect our business, operating results, financial condition and outlook, which, in turn, could adversely affect our stock price. Any general weakening of, and related declining corporate confidence in, the global economy or the curtailment in government or corporate spending could cause current or potential customers to reduce or eliminate their information technology budgets and spending, which could cause customers to delay, decrease or cancel purchases of our products and services or cause customers not to pay us or to delay paying us for previously purchased products and services.

In addition, political unrest in places like Ukraine and its potential impact on global stability, terrorist attacks and the potential for other hostilities in various parts of the world, potential public health crises and natural disasters continue to contribute to a climate of economic and political uncertainty that could adversely affect our results of operations and financial condition, including our revenue growth and profitability.

**If our data protection or other security measures are compromised and as a result our data, our customers' data or our IT systems are accessed improperly, made unavailable, or improperly modified, our products and services may be perceived as vulnerable, our brand and reputation could be damaged, the IT services we provide to our customers could be disrupted, and customers may stop using our products and services, all of which could reduce our revenue and earnings, increase our expenses and expose us to legal claims and regulatory actions.** Our products and services can store, retrieve, manipulate and manage our customers' information and data as well as our own. We have a reputation for secure and reliable software products and services and invest time and resources in protecting the integrity and security of our products, services and internal and external data that we manage.

Nevertheless, we encounter attempts by third parties to penetrate or bypass our data protection and other security measures and gain unauthorized access to our networks, systems and data or compromise the confidential information or data of our customers. Data may also be accessed or modified improperly as a result of employee or supplier error or malfeasance and third parties may attempt to fraudulently induce employees or customers into disclosing sensitive information such as user names, passwords or other information.

These risks are persistent and likely will increase as we continue to grow our cloud offerings and services and store and process increasingly large amounts of our customers' confidential information and data. We also may acquire companies, products, services and technologies and inherit such risks when we integrate these acquisitions within Manhattan.

If a cyber-attack or other security incident described above were to occur, we could suffer damage to our brand and reputation, which could reduce our revenue and earnings, increase our expenses to address and fix the incidents as well as expose us to legal claims and regulatory actions.

Further, as regulatory focus on privacy issues continues to increase and become more complex, these potential risks to our business will intensify. Changes in laws or regulations associated with the enhanced protection of certain types of sensitive data could greatly increase our cost of providing our products and services.

**Our software may contain undetected errors or "bugs" resulting in harm to our reputation which could adversely impact our business, results of operations, cash flow, and financial condition.** Software products as complex as those offered by us might contain undetected errors or failures when first introduced or when new versions are released. Despite testing, we cannot ensure that errors will not be found in new products or product enhancements after commercial release. Any errors could cause substantial harm to our reputation, result in additional unplanned expenses to remedy any defects, delay the introduction of new products, result in the

loss of existing or potential customers, or cause a loss in revenue. Further, such errors could subject us to claims from our customers for significant damages, and we cannot assure you that courts would enforce the provisions in our customer agreements that limit our liability for damages. In turn, our business, results of operations, cash flow, and financial condition could be materially adversely affected.

**We may not be able to continue to successfully compete with other companies.** We compete in markets that are intensely competitive and are expected to become more competitive as current competitors expand their product offerings. Our current competitors come from many segments of the software industry and offer a variety of solutions directed at various aspects of the extended supply chain, as well as the enterprise as a whole. We face competition for product sales from:

- corporate information technology departments of current or potential customers capable of internally developing solutions;
- ERP vendors, including Oracle, SAP, and Infor, among others;
- supply chain execution vendors, including JDA Software Group, Inc. (JDA), HighJump Software Inc., and the Sterling Commerce division of IBM, among others;
- supply chain planning vendors, including JDA and SAS Institute Inc., among others; and
- smaller independent companies that have developed or are attempting to develop supply chain execution solutions and/or supply chain planning solutions that apply in specific countries and/or globally.

We anticipate facing increased competition from ERP and supply chain management (SCM) applications vendors and business application software vendors that may broaden their solution offerings by internally developing or by acquiring or partnering with independent developers of supply chain planning and execution software. Some of these ERP and other potential competitors have longer operating histories, significantly more financial, technical, marketing, and other resources, greater name recognition, broader solutions, and larger installed bases of customers than do we. To the extent that ERP and SCM vendors or other large competitors develop or acquire systems with functionality comparable or superior to ours, their larger customer bases, long-standing customer relationships, and ability to offer broader solutions outside the scope of supply chain could create significant competitive advantage for them. It also is possible that new competitors or alliances among current and/or new competitors could emerge to win significant market share. Increased competition could result in price reductions, fewer customer orders, reduced earnings and margins, and loss of market share. In turn, this could have a material adverse effect on our business, results of operations, cash flow, and financial condition.

We believe the domain expertise required to continuously innovate supply chain technology in our target markets, effectively and efficiently implement solutions, identify and attract sales opportunities, and compete successfully in the sales cycle provides us with a competitive advantage and is a significant barrier to market entry. However, in order to be successful in the future, we must continue to respond promptly and effectively to technological change and competitors' innovations, and consequently we cannot assure you that we will not be required to make substantial additional investments in connection with our research, development, marketing, sales, and customer service efforts in order to meet any competitive threat, or that we will be able to compete successfully in the future. Some of our competitors have significant resources at their disposal, and the degree to which we will compete with their new innovative products in the marketplace is undetermined.

**Our operating results are substantially dependent on one line of business.** We continue to derive our revenues from sales of our supply chain solutions software and related services and hardware. Any factor adversely affecting the markets for supply chain solutions could have an adverse effect on our business, results of operations, cash flow, and financial condition. Accordingly, our future operating results will depend on the demand for our supply chain products and related services and hardware by our customers, including new and enhanced releases that we subsequently introduce. We cannot guarantee that the market will continue to demand our current products or we will be successful in marketing any new or enhanced products. If our competitors release new products that are superior to our products in performance or price, demand for our products may decline. A decline in demand for our products as a result of competition, technological change, or other factors would reduce our total revenues and harm our ability to maintain profitability.

**Our operating results are difficult to predict and could cause our stock price to fall.** Our quarterly revenue and operating results are difficult to predict and can fluctuate significantly from quarter to quarter. If our quarterly revenue or operating results fall below the expectations of investors or public market analysts, the price of our common stock could fall substantially. Our quarterly revenue is difficult to forecast for several reasons, including the following: global macro-economic disruptions; credit and equity market disruptions, which can significantly impact capital availability and spend timing of customers or potential customers; the varying sales cycle for our products and services from customer to customer, including multiple levels of authorization required by some customers; the varying demand for our products; customers' budgeting and purchasing cycles; potential deferral of license revenue well after entering into a license agreement due to extended payment terms, including, although infrequent, payment terms in a contract extending beyond twelve months, significant software modifications, future software functionality deliverables not on a stand-alone basis, or other negotiated terms that preclude software revenue recognition under U.S. general accepted accounting principles; delays in our implementations at customer sites; timing of hiring new services employees and the rate at which these

employees become productive; timing of introduction of new products; development and performance of our distribution channels; and timing of any acquisitions and related costs.

As a result of these and other factors, our license revenue is difficult to predict. Because our revenue from services is largely correlated to our license revenue, a decline in license revenue could also cause a decline in our services revenue in the same quarter or in subsequent quarters. In addition, an increase or decrease in hardware sales, which provide us with lower gross margins than sales of software licenses or services, may cause variations in our quarterly operating results.

Most of our expenses, including employee compensation and rent, are relatively fixed. In addition, our expense levels are based, in part, on our expectations regarding future revenue increases. As a result, any shortfall in revenue in relation to our expectations could cause significant changes in our operating results from quarter to quarter and could result in quarterly losses. As a result of these factors, we believe that period-to-period comparisons of our revenue levels and operating results are not necessarily meaningful. Historical growth rates and historical quarterly revenue and operating results may not be a good indicator of future operating results and reliance on historical results should not be used to predict our future performance.

**Our future revenue is dependent on continuing license sales, which in turn drive sales of post-contract support and professional services.** We are dependent on our new customers as well as our large installed customer base to purchase additional software licenses, post-contract support, and professional services from us. Our post-contract support agreements are generally for a one-year term and our professional services agreements generally only cover a particular engagement. In future periods customers may not license additional products, and in turn may not renew post-contract support agreements or purchase additional professional services from us. If our customers decide not to license or purchase these products and services from us, or if they reduce the scope of their post-contract support or hosting or professional services agreements, our revenue could decrease significantly, and that could have a material adverse effect on our business, results of operations, cash flow and financial condition.

In addition, many of our customers are using older versions of our products for which we are no longer developing any further upgrades or enhancements. While we intend to migrate our customers who are using these versions to newer versions or products, there can be no assurance that these customers will do so. If customers using older versions of our products decide not to license our current software products, or decide to discontinue the use of our products and associated post-contract support services, our revenue could decrease and our operating results could be materially adversely affected.

**We may encounter long sales cycles, particularly with our larger customers, which could have an adverse effect on the amount, timing, and predictability of our revenue, adversely affecting our business, results of operations, cash flow, and financial condition.** Our products have lengthy sales cycles, which typically extend from nine to twelve months and may take up to several years. Potential and existing customers, particularly larger enterprise customers, often commit significant resources to an evaluation of available solutions and services and require us to expend substantial time and resources in connection with our sales efforts. The length of our sales cycles also varies depending on the type of customer to which we are selling, the product being sold, and customer requirements. We may incur substantial sales and marketing expenses and expend significant management effort during this time, regardless of whether we make a sale. Many of the key risks relating to sales processes are beyond our control, including: our customers' budgetary and scheduling constraints; the timing of our customers' budget cycles and approval processes; our customers' willingness to replace their currently deployed software solutions; and general economic conditions.

As a result of these lengthy and uncertain sales cycles of our products and services, it is difficult for us to predict when customers may purchase products or services from us, thereby affecting when we can recognize the associated revenue, and our operating results may vary significantly and may be adversely affected. The length of our sales cycle makes us susceptible to having pending transactions delayed or terminated by our customers if they decide to delay or withdraw funding for IT projects. Our customers may decide to delay or withdraw funding for IT projects for various reasons, including, but not limited to, global economic cycles and capital market fluctuations.

**Delays in implementing our products could adversely impact our business, results of operations, cash flow, and financial condition.** Due to the size and complexity of most of our software implementations, our implementation cycle can be lengthy and may result in delays. Our products may require modification or customization and must integrate with many existing computer systems and software programs of our customers. This can be time-consuming and expensive for customers and can result in implementation and deployment delays of our products. Additional delays could result if we fail to attract, train, and retain services personnel, or if our alliance companies fail to commit sufficient resources towards implementing our software. These delays and resulting customer dissatisfaction could limit our future sales opportunities, impact revenue, and harm our reputation.

**Our pricing models may need to be modified due to price competition.** The competitive markets in which we operate may oblige us to reduce our prices in order to contend with the pricing models of our competitors. If our competitors discount certain products or services, we may have to lower prices on certain products or services in order to attract or retain customers. Any such price modifications would likely reduce margins and could adversely affect our business, results of operations, cash flow, and financial condition.

**Our technology must be advanced if we are to remain competitive.** The market for our products is characterized by rapid technological change, frequent new product introductions and enhancements, changes in customer demands, and evolving industry standards. Our existing products could be rendered obsolete if we fail to continue to advance our technology. We have also found that the technological life cycles of our products are difficult to estimate, partially because of changing demands of other participants in the supply chain. We believe that our future success will depend in large part upon our ability to continue to enhance our current product line while we concurrently develop and introduce new products that keep pace with competitive and technological developments. These developments require us to continue to make substantial product development investments. Although we are presently developing a number of product enhancements to our product sets, we cannot assure you that these enhancements will be completed on a timely basis or gain customer acceptance.

**Our ability to license our software is highly dependent on the quality of our services offerings, and our failure to offer high quality services could adversely impact our business, results of operations, cash flow, and financial condition.** Most of our customers rely to some extent on our professional services to aid in the implementation of our software solutions. Once our software has been installed and deployed, our customers may depend on us to provide them with ongoing support and resolution of issues relating to our software. Therefore, a high level of service is critical for the continued marketing and sale of our solutions. If we or our partners do not efficiently and effectively install and deploy our software products, or succeed in helping our customers quickly resolve post-deployment issues, our ability to sell software products to these customers would be adversely affected and our reputation in the marketplace with potential customers could suffer.

**Our failure to manage the growth of our operations may adversely affect our business, results of operations, cash flow, and financial condition.** We plan to continue to increase the scope of our operations domestically and internationally. This growth may place a significant strain on our management systems and resources. We may further expand domestically or internationally through internal growth or through acquisitions of related companies and technologies. If we fail to maintain continuity in our executive officers; develop the management skills of our managers and supervisors; attract, retain, train, and motivate our employees; improve our operational, financial, and management controls; and maintain adequate reporting systems and procedures and our management and information control systems, our business, results of operations, and cash flow could be negatively impacted.

**Our international operations have many associated risks.** We continue to strategically manage our presence in international markets, and these efforts require significant management attention and financial resources. We may not be able to successfully penetrate international markets, or, if we do, there can be no assurance that we will grow our business in these markets at the same rate as in North America. Because of these inherent complexities and challenges, lack of success in international markets could adversely affect our business, results of operations, cash flow, and financial condition.

We have international offices in Europe: the United Kingdom, the Netherlands, and France; and in Asia: China, Japan, Singapore, and India; and Australia. We have committed resources to maintaining and further expanding, where appropriate, our sales offices and sales and support channels in key international markets. However, our efforts may not be successful. International sales are subject to many risks and difficulties, including those arising from the following: building and maintaining a competitive presence in new markets; staffing and managing foreign operations; managing international systems integrators; complying with a variety of foreign laws; producing localized versions of our products; import and export restrictions and tariffs; enforcing contracts and collecting accounts receivable; unexpected changes in regulatory requirements; reduced protection for intellectual property rights in some countries; potential adverse tax treatment; less stringent adherence to ethical and legal standards by prospective customers in some countries; language and cultural barriers; currency fluctuations; political and economic instability abroad; and seasonal fluctuations.

**Our operating results may include foreign currency gains and losses.** Due to our international operations, we conduct a portion of our business in currencies other than the United States dollar. Our revenues, expenses, operating profit and net income are affected when the dollar weakens or strengthens in relation to other currencies. In addition, we have a large development center in Bangalore, India, that does not have a natural in-market revenue hedge to mitigate currency risk to our operating expense in India. Fluctuations in the value of other currencies, particularly the Indian rupee, could materially impact our revenues, expenses, operating profit and net income.

**We may have exposure to additional tax liabilities.** As a multinational corporation, we are subject to income taxes in the U.S. and various foreign jurisdictions. Significant judgment is required in determining our global provision for income taxes and other tax liabilities. In the ordinary course of a global business, there are many intercompany transactions and calculations where the ultimate tax determination is uncertain. Our income tax returns are routinely subject to audits by tax authorities. Although we regularly assess the likelihood of adverse outcomes resulting from these examinations to determine our tax estimates, a final determination of tax audits or tax disputes could have an adverse effect on our financial condition, results of operations and cash flows. Also, the earnings of our foreign subsidiaries are considered to be indefinitely reinvested. If our plans change in the future or if we elect to repatriate the unremitted earnings of our foreign subsidiaries in the form of dividends or otherwise, we would be subject to additional income taxes which would result in a higher effective tax rate.

In addition, our future effective tax rates could be favorably or unfavorably affected by changes in tax rates, changes in the valuation of our deferred tax assets or liabilities, or changes in tax laws or their interpretation. Such changes could have a material adverse impact on our financial results.

We are also subject to non-income taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes in the U.S. and various foreign jurisdictions. We are regularly under audit by tax authorities with respect to these non-income taxes and may have exposure to additional non-income tax liabilities, which could have an adverse effect on our results of operations, financial condition and cash flows.

**Fluctuations in our hardware sales may adversely impact our business, results of operations, cash flow, and financial condition.** A portion of our revenue in any period is from the resale of a variety of third-party hardware products to purchasers of our software. However, our customers may purchase these hardware products directly from manufacturers or distributors rather than from us. We view sales of hardware as non-strategic. We perform this service to our customers seeking a single source for their supply chain needs. Hardware sales are difficult to forecast and fluctuate from quarter to quarter, leading to unusual comparisons of total revenue and fluctuations in profits. If we are unable to maintain or grow our hardware revenue, our business, results of operations, cash flow, and financial condition may be adversely affected.

**Our research and development activities may not generate significant returns.** Our product development activities are costly, and recovering our investment in product development may take a significant amount of time, if it occurs at all. We anticipate continuing to make significant investments in software research and development and related product opportunities because we believe that we must continue to allocate a significant amount of resources to our research and development activities in order to compete successfully. We cannot estimate with any certainty when we will, if ever, receive significant revenues from these investments.

**Our liability to clients may be substantial if our systems fail, which could adversely impact our business, results of operations, cash flow, and financial condition.** Our products are often critical to the operations of our customers' businesses and provide benefits that may be difficult to quantify. If our products fail to function as required, we may be subject to claims for substantial damages. Courts may not enforce provisions in our contracts that would limit our liability or otherwise protect us from liability for damages. Defending a lawsuit, regardless of its merit, could be costly and divert management's time and attention. Although we maintain general liability insurance and error and omissions coverage, these coverages may not continue to be available on reasonable terms or in sufficient amounts to cover claims against us. In addition, our insurer may disclaim coverage as to any future claim. If claims exceeding the available insurance coverage are successfully asserted against us, or our insurer imposes premium increases or large deductibles or co-insurance requirements on us, then our business, results of operations, cash flow, and financial condition could be adversely affected.

**We incorporate third-party software in our solutions, the failure or unavailability of which could adversely affect our ability to sell, support, and service our products.** We incorporate and include third-party software into and with certain of our products and solutions and expect to continue to do so. The operation of our products could be impaired if there are defects in that third-party software. It may be difficult for us to correct any defects in third-party software because the development and maintenance of the software is not within our control. Such defects could adversely affect our business.

In addition, there can be no assurance that these third parties will continue to make their software available to us on acceptable terms, or at all; not make their products available to our competitors on more favorable terms; invest the appropriate levels of resources in their products and services to maintain and enhance the capabilities of their software; or remain in business. Any impairment in our relationship with these third parties or our ability to license or otherwise use their software could have a material adverse effect on our business, results of operations, cash flow, and financial condition.

**The use of open source software in our products may expose us to additional risks and harm our intellectual property, which could adversely impact our business, results of operations, cash flow, and financial condition.** Some of our products use or incorporate software that is subject to one or more open source licenses. Open source software is typically freely accessible, usable and modifiable. Certain open source software licenses require a user who intends to distribute the open source software as a component of the user's software to disclose publicly part or all of the source code to the user's software. In addition, certain open source software licenses require the user of such software to make any derivative works of the open source code available to others on unfavorable terms or at no cost. This can subject previously proprietary software to open source license terms.

While we monitor the use of all open source software in our products, processes, and technology and try to ensure that no open source software is used in such a way as to require us to disclose the source code to the related product or solution, such use could inadvertently occur. Additionally, if a third-party software provider has incorporated open source software into software we license from them for use in our products and solutions, we could, under certain circumstances, be required to disclose the source code to our products and solutions. This could harm our intellectual property position and have a material adverse effect on our business, results of operations, cash flow, and financial condition.

**If we are unable to develop software applications that interoperate with computing platforms developed by others, our business, results of operations, cash flow, and financial condition may be adversely affected.** We develop software applications that interoperate with operating systems, database platforms, and hardware devices developed by others, which we refer to collectively as computing platforms. If the developers of these computing platforms do not cooperate with us or we are unable to devote the necessary resources so that our applications interoperate with those computing platforms, our software development efforts may be delayed and our business and results of operations may be adversely affected. When new or updated versions of these computing platforms are introduced, it is often necessary for us to develop updated versions of our software applications so that they interoperate properly with these computing platforms. We may not accomplish these development efforts quickly or cost-effectively, and it is difficult to predict what the relative growth rates of adoption of these computing platforms will be. These development efforts require substantial investment, the devotion of substantial employee resources, and the cooperation of the developers of the computing platforms. For some computing platforms, we must obtain some proprietary application program interfaces from the owner in order to develop software applications that interoperate with the computing platforms. Computing platform providers have no obligation to assist in these development efforts. If they do not provide us with assistance or the necessary proprietary application program interfaces on a timely basis, we may experience delays or be unable to expand our software applications into other areas.

The computing platforms we use may not continue to be available to us on commercially reasonable terms. Any loss of the right to use any of these systems could result in delays in the provision of our products and services, and our results of operations may be adversely affected. Defects in computing platforms could result in errors or failure of our products, which could harm our business.

**Our inability to attract, integrate, and retain management and other personnel could adversely impact our business, results of operations, cash flow, and financial condition.** Our success greatly depends on the continued service of our executives, as well as our other key senior management, technical personnel, and sales personnel. Our success will depend on the ability of our executive officers to work together as a team. The loss of any of our senior management or other key professional services, research and development, sales and marketing personnel—particularly if they are lost to competitors—could impair our ability to grow our business. We do not maintain key man life insurance on any of our executive officers.

Our future success will depend in large part upon our ability to attract, retain, and motivate highly skilled employees. We face significant competition for individuals with the skills required to perform the services we offer, and thus we may encounter increased compensation costs that are not offset by increased revenue. In the broader technology industry in which we compete for talented hires, there is substantial and continuous competition for engineers with high levels of experience in designing, developing and managing software, as well as competition for sales executives and operations personnel. We cannot guarantee that we will be able to attract and retain sufficient numbers of these highly skilled employees or motivate them. Because of the complexity of the supply chain market, we may experience a significant time lag between the date on which technical and sales personnel are hired and the time at which these persons become fully productive.

**Our growth is dependent upon the successful development of our direct and indirect sales channel mix.** We believe that our future growth also will depend on further developing and maintaining a successful direct sales force and strategic relationships with systems integrators and other technology companies. We invest significant resources to maintain and develop our sales channels. Our investment could adversely affect our operating results if these efforts do not generate license and service revenue necessary to offset the investment. Also, our inability to partner with other technology companies and qualified systems integrators could adversely affect our results of operations. Because lower unit prices are typically charged on sales made through indirect channels, a disproportionate increase in indirect sales could reduce our average selling prices and result in lower gross margins. In addition, sales of our products through indirect channels typically do not generate consulting services revenue for us at the same levels as direct sales, as the third-party systems integrators generally provide these services. Similarly, indirect sales typically do not generate the same levels of direct contact between our associates and those of our customer, and we may have more difficulty accurately forecasting sales, evaluating customer satisfaction, and recognizing emerging customer requirements. In addition, these systems integrators and third-party software providers may develop, acquire, or market products competitive with our products.

Our strategy of marketing our products directly to customers and indirectly through systems integrators and other technology companies may result in distribution channel conflicts. Our direct sales efforts may compete with those of our indirect channels and, to the extent different systems integrators target the same customers, systems integrators may also come into conflict with each other. Any channel conflicts that develop may have a material adverse effect on our relationships with systems integrators or harm our ability to attract new systems integrators.

**Our employee retention and hiring may be hindered by immigration restrictions, which could adversely impact our business, results of operations, cash flow, and financial condition.** Foreign nationals who are not U.S. citizens or permanent residents constitute a significant part of our professional U.S. workforce. Our ability to hire and retain these workers, and their ability to remain and work in the U.S. are impacted by laws and regulations as well as by processing procedures of various government agencies. Changes in laws, regulations, or procedures may adversely affect our ability to hire or retain such workers and may affect our costs of doing business and/or our ability to deliver services.

**Our failure to adequately protect our proprietary rights could adversely impact our business, results of operations, cash flow, and financial condition.** Our success and ability to compete is dependent in part upon our proprietary technology. There are no assurances that we will be able to protect our proprietary rights against unauthorized disclosure or third-party copying or use. We rely on a combination of copyright, patent, trademark, and trade secret laws, as well as confidentiality agreements, licensing arrangements, and contractual commitments, to establish and protect our proprietary rights. Despite our efforts to protect our proprietary rights, existing copyright, patent, trademark, and trade secret laws afford only limited protection. In addition, the laws of certain foreign countries do not protect our rights to the same extent as do the laws of the United States. Attempts may be made to copy or reverse engineer aspects of our products or to obtain and use information that we regard as proprietary. Any infringement of our proprietary rights could negatively impact our future operating results. Furthermore, policing the unauthorized use of our products is difficult, and litigation may be necessary in the future to enforce our intellectual property rights, to protect our trade secrets, or to determine the validity and scope of the proprietary rights of others. Litigation could result in substantial costs and diversion of resources. In turn, our business, results of operations, cash flow, and financial condition could be materially adversely affected.

**Our liability for intellectual property claims can be costly and result in the loss of significant rights, which could adversely impact our business, results of operations, cash flow, and financial condition.** It is possible that third parties will claim that we have infringed their current or future products, inventions, or other intellectual property. We expect that supply chain software developers like us will increasingly be subject to infringement claims as the number of products grows. Any claims, with or without merit, could be time-consuming, result in costly litigation, cause product shipment delays, or require us to pay monetary damages or to enter into royalty or licensing agreements, any of which could negatively impact our operating results. There are no assurances that these royalty or licensing agreements, if required, would be available on terms acceptable to us, if at all. We also may be required to indemnify our customers for damages they suffer as a result of such infringement. There are no assurances that legal action claiming patent infringement will not be commenced against us, or that we would prevail in litigation given the complex technical issues and inherent uncertainties in patent litigation. If a patent claim against us were successful and we could not obtain a license on acceptable terms or license a substitute technology or redesign the product or feature to avoid infringement, we may be prevented from distributing our software or required to incur significant expense and delay in developing non-infringing software. Any of these events could seriously harm our business, results of operations, cash flow, and financial condition.

**Mergers or other strategic transactions involving our competitors could weaken our competitive position or reduce our revenue.** Our competitors have been consolidating, which may make them more formidable competitors to us. Competing with stronger companies may cause us to experience pricing pressure and loss of market share, either of which could have a material adverse effect on our business, results of operations, cash flow, and financial condition. Our competitors may establish or strengthen their cooperative relationships with vendors, systems integrators, third-party consulting firms, or other parties. Established companies may not only develop their own products but may also acquire or partner with our current competitors. If any of these events occur, our revenue and profitability could significantly decline.

**Our business, results of operations, cash flow, and financial condition may be adversely affected if we cannot integrate acquired companies or manage joint ventures.** We may from time to time acquire companies with complementary products and services. These acquisitions will expose us to increased risks and costs, including those arising from the following: assimilating new operations and personnel; diverting financial and management resources from existing operations; and integrating acquired technologies. We may not be able to generate sufficient revenue from any of these acquisitions to offset the associated acquisition costs.

We will also be required to maintain uniform standards of quality and service, controls, procedures, and policies. Our failure to achieve any of these standards may hurt relationships with customers, employees, and new management personnel. In addition, future acquisitions may result in additional issuances of stock that could be dilutive to our shareholders.

Many acquisition candidates have significant intangible assets, and an acquisition of these businesses would likely result in significant amounts of goodwill and other intangible assets. Goodwill and certain other intangible assets are not amortized to income, but are subject to at least annual impairment reviews. If the acquisitions do not perform as planned, future charges to income arising from such impairment reviews could be significant. Likewise, future quarterly and annual earnings could be significantly adversely affected. In addition, these acquisitions could involve acquisition-related charges, such as one-time acquired research and development charges.

We may also evaluate joint venture relationships with complementary businesses. Any joint venture we enter into would involve many of the same risks posed by acquisitions, particularly the following: risks associated with the diversion of resources; the inability to generate sufficient revenue; the management of relationships with third parties; and potential additional expenses.

**Our business may require additional capital.** We may require additional capital to finance our growth or to fund acquisitions or investments in complementary businesses, technologies or product lines. Our capital requirements may be impacted by many factors, including: demand for our products; the timing of and extent to which we invest in new technology; the timing of and extent to which we acquire other companies; the level and timing of revenue; the expenses of sales and marketing and new product development; the

success and related expense of increasing our brand awareness; the cost of facilities to accommodate a growing workforce; the extent to which competitors are successful in developing new products and increasing their market share; and the costs involved in maintaining and enforcing intellectual property rights.

To the extent that our resources are insufficient to fund our future activities, we may need to raise additional funds through public or private financing. However, additional funding, if needed, may not be available on terms attractive to us, or at all. In addition, since we have historically financed our growth through cash flow from operations and available cash, our relative inexperience in accessing the credit or capital markets may impair our ability to do so if the need arises. Our inability to raise capital when needed could have a material adverse effect on our business, results of operations, cash flow and financial condition. If additional funds are raised through the issuance of equity securities, the percentage ownership of our company held by our current shareholders would be diluted.

**Fires or other catastrophic events at our principal facilities could cripple our business.** Fires, natural disasters or other catastrophic events, particularly those effecting our Atlanta headquarters [or India research and development center], may cause damage or disruption to our operations, and thus could have a strong negative effect on us. Our business operations are subject to interruption by natural disasters, fire, power shortages, pandemics and other events beyond our control. Although we maintain crisis management and disaster response plans, such events could make it difficult or impossible for us to deliver our services to our customers.

**Our ability to maintain and develop our brand is critical for our continued success.** The brand identity we have developed has significantly contributed to the continued success of our business. Our ability to maintain and develop our brand is critical in expanding our base of customers, partners and employees. Our brand will depend largely on our ability to remain a technology leader and continue to provide high-quality innovative products, services, and features. Significant investments may be required in order to maintain and develop our brand. However, the investments may later be proven to be unsuccessful. If we fail to maintain and develop our brand, or if we incur excessive expenses in our efforts to do so, our business, operating results and financial condition may be materially and adversely affected.

**Our stock price has been highly volatile.** The trading price of our common stock has fluctuated significantly since our initial public offering in April 1998. In addition, the trading price of our common stock could be subject to wide fluctuations in response to various factors, including: global macro-economic contraction impacting demand for supply chain solutions; quarterly variations in operating results; announcements of technological innovations or new products by us or our competitors; developments with respect to patents or proprietary rights; changes in financial estimates by securities analysts; and mergers, acquisitions, and combinations involving our competitors or us.

During 2014, we repurchased approximately \$91.1 million of Manhattan Associates' outstanding common stock under the share repurchase program approved by our Board of Directors throughout the year. In January 2015, our Board of Directors approved raising our remaining share repurchase authority to \$50.0 million of Manhattan Associates outstanding common stock.

In addition, the stock market has recently experienced volatility that has particularly affected the market prices of equity securities of many technology companies. The volatility often has been unrelated or disproportionate to the operating performance of those companies. These broad market fluctuations may adversely affect the market price of our common stock.

**Our articles of incorporation and bylaws and Georgia law may inhibit a takeover of our company.** Our basic corporate documents and Georgia law contain provisions that might enable our management to resist a takeover of our company. These provisions might discourage, delay, or prevent a change in the control of our company or a change in our management. These provisions could also discourage proxy contests and make it more difficult for you and other shareholders to elect directors and take other corporate actions. The existence of these provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock.

#### **Item 1B. *Unresolved Staff Comments***

As of December 31, 2014, we do not have any unresolved SEC staff comments.

#### **Item 2. *Properties***

Our principal administrative, sales, marketing, support, and research and development facility is located in approximately 221,000 square feet of modern office space in Atlanta, Georgia. Substantially all of this space is leased to us through September 30, 2025. We have additional offices under multi-year agreements in Indiana and New Jersey. We also occupy facilities outside of the United States under multi-year agreements in the United Kingdom, the Netherlands, France, China, Singapore, India, and Australia. We also occupy offices under short-term agreements in other geographical regions. We believe our office space is adequate to meet our immediate needs; however, we may expand into additional facilities in the future.

**Item 3.           *Legal Proceedings***

From time to time, we may be a party to legal proceedings arising in the ordinary course of business, and we could be a party to legal proceedings not in the ordinary course of business. The Company is not currently a party to any legal proceeding the result of which it believes could have a material adverse impact upon its business, financial position, results of operations, or cash flows.

Many of our installations involve products that are critical to the operations of our clients' businesses. Any failure in our products could result in a claim for substantial damages against us, regardless of our responsibility for such failure. Although we attempt to contractually limit our liability for damages arising from product failures or negligent acts or omissions, there can be no assurance that the limitations of liability set forth in our contracts will be enforceable in all instances.

**Item 4.           *Mine Safety Disclosures***

Not applicable.

**PART II**

**Item 5. Market for Registrant’s Common Equity, Related Shareholder Matters, and Issuer Purchases of Equity Securities**

**Market for Common Stock**

On December 19, 2013, the Board of Directors of the Company approved a four-for-one stock split of the Company’s common stock, effected in the form of a stock dividend. Each shareholder of record at the close of business on December 31, 2013 received three additional shares for every outstanding share held on the record date. The additional shares were distributed on January 10, 2014 and trading began on a split-adjusted basis on January 13, 2014. All references made to share or per share amounts have been restated to reflect the effect of this four-for-one stock split for all periods presented.

Our common stock is traded on the Nasdaq Global Select Market under the symbol “MANH”. The following table sets forth the high and low closing sales prices of the common stock as reported by the Nasdaq Global Select Market for the periods indicated:

<u>Fiscal Period</u>	<u>High Price</u>	<u>Low Price</u>
<b>2014</b>		
First Quarter	\$ 40.49	\$ 29.40
Second Quarter	36.22	29.68
Third Quarter	35.36	28.55
Fourth Quarter	42.38	31.84
<b>2013</b>		
First Quarter	\$ 18.75	\$ 15.09
Second Quarter	19.90	17.07
Third Quarter	24.02	19.85
Fourth Quarter	30.59	22.88

On January 31, 2015, the last reported sales price of our common stock on the Nasdaq Global Select Market was \$44.64 per share. The number of shareholders of record of our common stock as of January 31, 2015 was approximately 16.

We do not intend to declare or pay cash dividends in the foreseeable future. Our management anticipates that all earnings and other cash resources, if any, will be retained for investment in our business.

**Equity Compensation Plan Information**

The following table provides information regarding our current equity compensation plans as of December 31, 2014:

<u>Plan Category</u>	<u>Number of securities to be issued upon exercise of outstanding options and rights</u>	<u>Weighted-average exercise price of outstanding options and rights</u>	<u>Number of securities remaining available for future issuance under equity compensation plans</u>
Equity compensation plans approved by security holders	1,499,826	\$ 4.78	12,936,372
Equity compensation plans not approved by security holders	-	-	-
Total	<u>1,499,826</u>	<u>\$ 4.78</u>	<u>12,936,372</u>

Additional information regarding our equity compensation plans can be found in Note 2 of the Notes to our Consolidated Financial Statements.

## Purchase of Equity Securities

The following table provides information regarding our common stock repurchases under our publicly-announced share repurchase program and shares withheld for taxes due upon vesting of restricted stock for the quarter ended December 31, 2014. All repurchases related to the share repurchase program were made on the open market.

Period	Total Number of Shares Purchased (a)	Average Price Paid per Share (b)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs
October 1 - October 31, 2014	47,247	\$ 36.93	45,379	\$ 48,315,847
November 1 - November 30, 2014	329,946	\$ 39.40	329,946	35,315,388
December 1 - December 31, 2014	264,323	\$ 40.62	264,323	24,577,591
Total	641,516	\$ 39.72	639,648	

(a) Includes 1,868 shares withheld for taxes due upon vesting of restricted stock during October. No restricted stock awards vested in November and December. These amounts do not include shares withheld for taxes due upon vesting of restricted stock units.

(b) The average price paid per share for shares withheld for taxes due upon vesting of restricted stock was \$32.47. No restricted stock awards vested in November and December.

During the year ended December 31, 2014, we repurchased a total of 2,620,118 shares at an average price per share of \$34.76 under our publicly-announced share repurchase program. In January 2015, our Board of Directors approved raising our remaining share repurchase authority to \$50 million worth of Manhattan Associates outstanding common stock.

## Item 6. Selected Financial Data

You should read the following selected consolidated financial data in conjunction with our Consolidated Financial Statements and related Notes thereto and with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this Form 10-K. The statement of income data for the years ended December 31, 2014, 2013, and 2012, and the balance sheet data as of December 31, 2014 and 2013, are derived from, and are qualified by reference to, the audited financial statements included elsewhere in this Form 10-K. The statement of income data for the years ended December 31, 2011 and 2010 and the balance sheet data as of December 31, 2012, 2011, and 2010 are derived from audited financial statements not included herein. Historical results are not necessarily indicative of results to be expected in the future.

	Year Ended December 31,				
	2010	2011	2012	2013	2014
	(in thousands, except per share data)				
<b>Statement of Income Data:</b>					
Software license	\$ 54,450	\$ 54,241	\$ 61,494	\$ 62,416	\$ 71,583
Total revenue	\$ 297,117	\$ 329,253	\$ 376,248	\$ 414,518	\$ 492,104
Operating income	\$ 41,927	\$ 61,363	\$ 80,073	\$ 101,287	\$ 127,124
Net income	\$ 28,061	\$ 44,907	\$ 51,853	\$ 67,296	\$ 82,000
Earnings per diluted share	\$ 0.31	\$ 0.52	\$ 0.64	\$ 0.86	\$ 1.08

	December 31,				
	2010	2011	2012	2013	2014
	(in thousands)				
<b>Balance Sheet Data:</b>					
Cash, cash equivalents and investments	\$ 126,869	\$ 99,114	\$ 103,047	\$ 132,956	\$ 124,438
Total assets	\$ 280,464	\$ 259,600	\$ 261,813	\$ 297,828	\$ 318,170
Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Shareholders' equity	\$ 183,800	\$ 162,080	\$ 161,509	\$ 181,586	\$ 182,023

## **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

*All statements, trend analyses, and other information contained in the following discussion relative to markets for our products and trends in revenue, gross margins, and anticipated expense levels, as well as other statements including words such as "anticipate," "believe," "plan," "estimate," "expect," and "intend" and other similar expressions constitute forward-looking statements. These forward-looking statements are subject to business and economic risks and uncertainties, including those discussed under the caption "Risk Factors" in Item 1A of this Form 10-K, and our actual results of operations may differ materially from those contained in the forward-looking statements.*

### **Business Overview**

We develop, sell, deploy, service and maintain software solutions designed to manage supply chains, inventory and omni-channel operations for retailers, wholesalers, manufacturers, logistics providers and other organizations. Our customers include many of the world's most premier and profitable brands.

Specifically, Manhattan Associates solutions help our customers in three distinct areas:

- **Supply Chain** - Manhattan solutions provide companies across industries the tools needed to manage distribution and optimize transportation costs throughout the entire network. Manhattan provides shippers the most comprehensive transportation management solutions in the market. This includes moving freight via the most cost-effective means possible while also meeting service level expectations. Likewise, Manhattan's Warehouse Management solutions are widely regarded as industry leading systems designed to optimize productivity and throughput in distribution centers and warehouses around the world.
- **Omni-Channel** - Meeting ever-evolving consumer expectations of service, inventory availability and delivery convenience is a challenge every retailer must meet head on. Manhattan's Omni-Channel solutions provide both 'central' or corporate solutions that manage inventory availability across all channels and locations as well as 'local' solutions deployed in retail stores to empower store associates to satisfy the demands of the walk-in shopper and the online customer.
- **Inventory** - Manhattan solutions provide distributors of any finished goods (apparel, food, auto parts, pharmaceuticals, etc.) the ability to forecast demand, determine when, where and how much inventory is needed and translate this into a profitable inventory buying plan. Through the use of advanced science and sophisticated analytics, customer service level is maximized with the minimum necessary inventory investment. Industry changes driven by omni-channel retail, pharmaceutical regulations and other trends make this an area of particular need for many retailers and wholesale distributors.

Our business model is singularly focused on the development and implementation of complex supply chain commerce software solutions that are designed to optimize supply chain effectiveness and efficiency for our customers. We have three principal sources of revenue:

- licenses of our supply chain software;
- professional services, including solutions planning and implementation, related consulting, customer training, and customer support services and software enhancements (collectively, "services"); and
- hardware sales and other revenue.

In 2014, we generated \$492.1 million in total revenue, with a revenue mix of: license revenue 15%; services revenue 76%; and hardware and other revenue 9%.

We manage our business based on three geographic regions: Americas, EMEA, and APAC. Geographic revenue is based on the location of the sale. Our international revenue was approximately \$134.6 million, \$110.8 million and \$104.4 million for the years ended December 31, 2014, 2013, and 2012, respectively, which represents approximately 27%, 27%, and 28% of our total revenue for the years ended December 31, 2014, 2013, and 2012, respectively. International revenue includes all revenue derived from sales to customers outside the United States. At December 31, 2014, we employed approximately 2,770 employees worldwide, of which 1,310 employees are based in the Americas, 190 employees in EMEA, and 1,270 employees in APAC (including India). We have offices in Australia, China, France, India, Japan, the Netherlands, Singapore, and the United Kingdom, as well as representatives in Mexico and reseller partnerships in Latin America, Eastern Europe, the Middle East, South Africa, and Asia.

### **Global Economic Trends and Industry Factors**

Global macro-economic trends, technology spending, and supply chain management market growth are important barometers for our business. In 2014, approximately 73% of our total revenue was generated in the United States, 12% in EMEA, and the balance in

APAC, Canada, and Latin America. In addition, Gartner Inc., an information technology research and advisory company, estimates that nearly 80% of every supply chain software solutions dollar invested is spent in North America (50%) and Western Europe (27%); consequently, the health of the U.S. and the Western European economies has a meaningful impact on our financial results.

We sell technology-based solutions with total pricing, including software and services, in many cases exceeding \$1.0 million. Our software often is a part of our customers' and prospects' much larger capital commitment associated with facilities expansion and business improvement. We believe that, given the lingering uncertainty in the global macro environment, the current sales cycles for large license sales of \$1.0 million or greater in our target markets have been extended. The current business climate within the United States and geographic regions in which we operate continues to affect customers' and prospects' decisions regarding timing of strategic capital expenditures. Delays with respect to such decisions can have a material adverse impact on our business, and may further intensify competition in our already highly competitive markets.

In January 2015, the International Monetary Fund (IMF) provided a World Economic Outlook (WEO) update lowering its previous 2015 world economic growth forecast to about 3.5 percent, downward revision of 0.3 percent relative to the October 2014 WEO. The WEO update noted that "global growth will receive a boost from lower oil prices, which reflect to an important extent higher supply, but this boost is projected to be more than offset by negative factors, including investment weakness as adjustment to diminished expectations about medium-term growth continues in many advanced and emerging market economies. The revisions reflect a reassessment of prospects in China, Russia, the euro area, and Japan as well as weaker activity in some major oil exporters because of the sharp drop in oil prices. The United States is the only major economy for which growth projections have been raised." The WEO update projected that advanced economies, which represent our primary revenue markets, would grow at about 2.4 percent in both 2015 and 2016, while the emerging and developing economies would grow at about 4.3 percent in 2015 and 4.7 percent in 2016.

During 2014 and 2013, the overall trend has been steady for our large license sales, with recognized \$1.0 million or larger software license sales totaling fifteen, fourteen, and twelve for 2014, 2013, and 2012, respectively. However, the large deal flow has been inconsistent from quarter to quarter, reflecting what we believe to be ongoing macroeconomic uncertainty in the United States and Western Europe. While we are encouraged by our 2014 and 2013 results, we, along with many of our customers, still remain cautious regarding the pace of global economic recovery. With global GDP growth continuing to be well below pre-2008 levels, we believe global economic volatility likely will continue to shape customers' and prospects' enterprise software buying decisions, making it more difficult to forecast sales cycles for our products and the timing of large enterprise software license sales.

## **Revenue**

**License revenue:** License revenue, a leading indicator of our business, is primarily derived from software license fees that customers pay for supply chain solutions. In 2014, license revenue totaled \$71.6 million, or 15% of total revenue, with gross margins of 90.1%. For the year ended December 31, 2014, Americas, EMEA, and APAC recognized \$59.5 million, \$7.5 million, and \$4.6 million in license revenue, respectively. Prior to the 2009 global recession, our typical license revenue percentage mix of new to existing customers historically approximated 50/50. Post 2009, the percentage mix has fluctuated. For the year ended December 31, 2014, the percentage mix of new to existing customers was approximately 30/70.

License revenue growth is influenced by the strength of general economic and business conditions and the competitive position of our software products. Our license revenue generally has long sales cycles. In addition, the timing of the closing of a few large license transactions can have a material impact on our license revenues, operating profit, operating margins and earnings per share. For example, \$1.0 million of license revenue in 2014 equates to approximately one cent of diluted earnings per share impact.

Our software solutions are singularly focused on the supply chain commerce planning and execution markets, which are intensely competitive and characterized by rapid technological change. We are a market leader in the supply chain management software solutions market as defined by industry analysts such as ARC Advisory Group and Gartner. Our goal is to extend our position as a leading global supply chain solutions provider by growing our license revenues faster than our competitors through investment in innovation. We expect to continue to face increased competition from Enterprise Resource Planning (ERP) and Supply Chain Management application vendors and business application software vendors that may broaden their solution offerings by internally developing, or by acquiring or partnering with independent developers of supply chain planning and execution software. Increased competition could result in price reductions, fewer customer orders, reduced gross margins, and loss of market share.

**Services revenue:** Our services business consists of professional services (consulting and customer training) and customer support services and software enhancements ("CSSE"). In 2014, our services revenue totaled \$376.0 million, or 76% of total revenue, with gross margins of 55.0%. The Americas, EMEA, and APAC recognized \$301.0 million, \$51.4 million, and \$23.6 million, respectively, in services revenue for the year ended December 31, 2014. Professional services totaled \$260.0 million in 2014, accounted for approximately 69% of total services revenue and approximately 53% of total revenue. Our consolidated operating margin profile may be lower than those of various other technology companies due to our large services revenue mix as a percentage of total revenue.

While we believe our services margins are very strong, they do lower our overall operating margin profile as services margins are inherently lower than license revenue margins.

At December 31, 2014, our professional services organization totaled approximately 1,790 employees, accounting for 65% of our total employees worldwide. Our professional services organization provides our customers with expertise and assistance in planning and implementing our solutions. To ensure a successful product implementation, consultants assist customers with the initial installation of a system, the conversion and transfer of the customer's historical data onto our system, and ongoing training, education, and system upgrades. We believe our professional services enable customers to implement our software rapidly, ensure the customer's success with our solution, strengthen our customer relationships, and add to our industry-specific knowledge base for use in future implementations and product innovations.

Although our professional services are optional, the majority of our customers use at least some portion of these services for their planning, implementation, or related needs. Professional services are typically rendered under time and materials-based contracts with services typically billed on an hourly basis. Professional services are sometimes rendered under fixed-fee based contracts with payments due on specific dates or milestones.

Typically, our professional services lag license revenue by several quarters, as implementation services and related consulting are performed after the purchase of the software. Services revenue growth is contingent upon license revenue and customer upgrade cycles, which is influenced by the strength of general economic and business conditions and the competitive position of our software products. In addition, our professional services business has competitive exposure to offshore providers and other consulting companies. All of these factors potentially create the risk of pricing pressure, fewer customer orders, reduced gross margins, and loss of market share.

For CSSE, we offer a comprehensive 24 hours per day, 365 days per year program that provides our customers with software upgrades, when and if available, which include additional or improved functionality and technological advances incorporating emerging supply chain and industry initiatives. Our CSSE revenues totaled \$116.0 million in 2014, representing approximately 31% of services revenue and approximately 24% of total revenue, respectively. The growth of CSSE revenues is influenced by: (1) new license revenue growth; (2) annual renewal of support contracts; (3) increase in customers through acquisitions; and (4) fluctuations in currency rates. Substantially all of our customers renew their annual support contracts. Over the last three years, our annual revenue renewal rate of customers subscribing to comprehensive support and enhancements has been greater than 90%. CSSE revenue is generally paid in advance and recognized ratably over the term of the agreement, typically twelve months. CSSE renewal revenue is recognized over the renewal period and recognition is not initiated until payment is received from the customer.

**Hardware and other revenue:** Our hardware and other revenue totaled \$44.5 million in 2014 representing 9.0% of total revenue with gross margins of 18.4%. In conjunction with the licensing of our software, and as a convenience for our customers, we resell a variety of hardware products developed and manufactured by third parties. These products include computer hardware, radio frequency terminal networks, RFID chip readers, bar code printers and scanners, and other peripherals. We resell all third-party hardware products and related maintenance pursuant to agreements with manufacturers or through distributor-authorized reseller agreements pursuant to which we are entitled to purchase hardware products and services at discount prices. We generally purchase hardware from our vendors only after receiving an order from a customer. As a result, we do not maintain hardware inventory.

Other revenue represents amounts associated with reimbursements from customers for out-of-pocket expenses. The total amount of expense reimbursement recorded to hardware and other revenue was \$18.9 million, \$15.3 million, and \$12.6 million for 2014, 2013, and 2012, respectively.

#### **Product Development**

We continue to invest significantly in research and development (R&D) to provide leading solutions that help global manufacturers, wholesalers, distributors, retailers, and logistics providers successfully manage accelerating and fluctuating demands as well as the increasing complexity and volatility of their local and global supply chains. Our research and development expenses for the years ended December 31, 2014, 2013, and 2012 were \$49.0 million, \$44.5 million, and \$44.7 million, respectively. At December 31, 2014, our R&D organization totaled approximately 660 employees, located in the U.S. and India.

We expect to continue to focus our R&D resources on the development and enhancement of supply chain software solutions. We offer what we believe to be the broadest solution portfolio in the supply chain solutions designed to manage supply chains, inventory, and omni-channel operations for retailers, wholesalers, manufacturers, logistics providers and other organizations.

We also plan to continue to enhance our existing solutions and to introduce new solutions to address evolving industry standards and market needs. We identify opportunities to further enhance our solutions and to develop and provide new solutions through our customer support organization, as well as through ongoing customer consulting engagements and implementations, interactions with our user groups, association with leading industry analysts and market research firms, and participation on industry standards and research committees. Our solutions address the needs of customers in various vertical markets, including retail, consumer goods, food and grocery logistics service providers, industrial and wholesale, high technology and electronics, life sciences, and government.

#### **Cash Flow and Financial Condition**

For 2014, we generated cash flow from operating activities of \$94.2 million and have generated a cumulative total of \$258.8 million for the three years ended December 31, 2014. Our cash and investments at December 31, 2014 totaled \$124.4 million, with no debt on our balance sheet. We currently have no credit facilities. During the past three years, our primary uses of cash have been funding investment in R&D and operations to drive earnings growth and repurchases of common stock.

During 2014, we repurchased approximately \$91.1 million of Manhattan Associates' outstanding common stock under the share repurchase program approved by our Board of Directors throughout the year.

In 2015, we anticipate that our priorities for use of cash will be in developing sales and services resources and continued investment in product development to drive and support profitable growth and extend our market leadership. We will continue to evaluate acquisition opportunities that are complementary to our product footprint and technology direction. We will also continue to weigh our share repurchase options against cash for acquisitions and investing in the business. We do not anticipate any borrowing requirements in 2015 for general corporate purposes.

#### **Full Year 2014 Financial Summary**

- Diluted earnings per share for the twelve months ended December 31, 2014 was \$1.08, compared to \$0.86 for the twelve months ended December 31, 2013;
- Consolidated revenue for the twelve months ended December 31, 2014 was \$492.1 million, compared to \$414.5 million for the twelve months ended December 31, 2013. License revenue was \$71.6 million for the twelve months ended December 31, 2014, compared to \$62.4 million for the twelve months ended December 31, 2013;
- Operating income was \$127.1 million for the twelve months ended December 31, 2014, compared to \$101.3 million for the twelve months ended December 31, 2013;
- Operating margins for 2014 were 25.8% compared to operating margins of 24.4% in 2013;
- Cash flow from operations totaled \$94.2 million for the full year 2014 compared to \$89.4 million in 2013;
- Cash and investments on hand at December 31, 2014 was \$124.4 million compared to \$133.0 million at December 31, 2013;
- During the twelve months ended December 31, 2014, the Company repurchased approximately 2.6 million shares of Manhattan Associates common stock under the share repurchase program authorized by the Board of Directors, for a total investment of \$91.1 million; and
- In January 2015, the Board of Directors approved raising the Company's remaining share repurchase authority to \$50 million of Manhattan Associates' outstanding common stock.

## Results of Operations

The following table summarizes selected Statement of Income data for the years ended December 31, 2014, 2013, and 2012.

	Year Ended December 31,				
	2014	2013	2012	% Change vs. Prior Year	
				2014	2013
	(in thousands)				
<b>Revenue:</b>					
Software license	\$ 71,583	\$ 62,416	\$ 61,494	15%	1%
Services	376,023	315,901	283,872	19%	11%
Hardware and other	44,498	36,201	30,882	23%	17%
Total revenue	492,104	414,518	376,248	19%	10%
<b>Costs and expenses:</b>					
Cost of license	7,110	8,724	7,838	-19%	11%
Cost of services	169,140	142,236	128,686	19%	11%
Cost of hardware and other	36,328	30,191	25,213	20%	20%
Research and development	48,953	44,549	44,704	10%	0%
Sales and marketing	52,617	44,559	45,622	18%	-2%
General and administrative	44,455	37,147	38,474	20%	-3%
Depreciation and amortization	6,377	5,825	5,638	9%	3%
Total costs and expenses	364,980	313,231	296,175	17%	6%
Income from operations	\$ 127,124	\$ 101,287	\$ 80,073	26%	26%
Operating margin	25.8%	24.4%	21.3%		

We manage our business based on three geographic regions: the Americas, EMEA, and APAC. Geographic revenue information is based on the location of sale. The revenues represented below are from external customers only. The geographical-based expenses include costs of personnel, direct sales, and marketing expenses, and general and administrative costs to support the business. There are certain corporate expenses included in the Americas region that are not charged to the other segments including research and development, certain marketing and general and administrative costs that support the global organization, and the amortization of acquired developed technology. Included in the Americas costs are all research and development costs, including the costs associated with the Company's India operations. During 2014, 2013, and 2012, we derived the majority of our revenues from sales to customers within our Americas region. The following table summarizes revenue and operating profit by region:

	Year Ended December 31,					
	(in thousands)			% Change vs. Prior Year		
	2014	2013	2012	2014	2013	
<b>Revenue:</b>						
<b>Software license</b>						
Americas	\$ 59,502	\$ 49,574	\$ 50,036	20%	-1%	
EMEA	7,505	7,858	9,569	-4%	-18%	
APAC	4,576	4,984	1,889	-8%	164%	
Total software license	\$ 71,583	\$ 62,416	\$ 61,494	15%	1%	
<b>Services</b>						
Americas	\$ 301,025	\$ 254,934	\$ 228,673	18%	11%	
EMEA	51,440	41,020	36,167	25%	13%	
APAC	23,558	19,947	19,032	18%	5%	
Total services	\$ 376,023	\$ 315,901	\$ 283,872	19%	11%	
<b>Hardware and Other</b>						
Americas	\$ 41,437	\$ 33,836	\$ 28,883	22%	17%	
EMEA	1,910	1,536	1,402	24%	10%	
APAC	1,151	829	597	39%	39%	
Total hardware and other	\$ 44,498	\$ 36,201	\$ 30,882	23%	17%	
<b>Total Revenue</b>						
Americas	\$ 401,964	\$ 338,344	\$ 307,592	19%	10%	
EMEA	60,855	50,414	47,138	21%	7%	
APAC	29,285	25,760	21,518	14%	20%	
Total revenue	\$ 492,104	\$ 414,518	\$ 376,248	19%	10%	
<b>Operating income:</b>						
Americas	\$ 101,936	\$ 83,451	\$ 65,517	22%	27%	
EMEA	15,313	10,288	9,725	49%	6%	
APAC	9,875	7,548	4,831	31%	56%	
Total operating income	\$ 127,124	\$ 101,287	\$ 80,073	26%	26%	

The results of our operations for the years ended December 31, 2014, 2013, and 2012 are discussed below.

## Revenue

Our revenue consists of fees generated from the licensing and hosting of software; fees from professional services, customer support services and software enhancements; hardware sales of complementary radio frequency and computer equipment; and other revenue representing amounts associated with reimbursements from customers for out-of-pocket expenses.

	Year Ended December 31,								
				% Change vs. Prior Year		% of Total Revenue			
	2014	2013	2012	2014	2013	2014	2013	2012	
	(in thousands)								
Software license	\$ 71,583	\$ 62,416	\$ 61,494	15%	1%	15%	15%	16%	
Services	376,023	315,901	283,872	19%	11%	76%	76%	76%	
Hardware and other	44,498	36,201	30,882	23%	17%	9%	9%	8%	
Total revenue	\$ 492,104	\$ 414,518	\$ 376,248	19%	10%	100%	100%	100%	

### License revenue

#### Year 2014 compared with year 2013

License revenue increased \$9.2 million, or 15%, to \$71.6 million in 2014 compared to 2013. We completed fifteen and fourteen large deals greater than \$1.0 million in 2014 and 2013, respectively. Our Americas license revenue increased \$9.9 million, while EMEA and APAC license revenue decreased \$0.3 million and \$0.4 million, respectively, over 2013.

The license sales percentage mix across our product suite in 2014 was approximately 55% warehouse management solutions and 45% non-warehouse management solutions. Our warehouse management solutions increased \$0.7 million, or 2%, in 2014 compared to 2013 and non-warehouse management solutions increased \$8.5 million, or 37%, in 2014 over 2013.

#### Year 2013 compared with year 2012

License revenue increased \$0.9 million, or 1%, to \$62.4 million in 2013 compared to 2012. We completed fourteen and twelve large deals greater than \$1.0 million in 2013 and 2012, respectively. Our APAC license revenue increased \$3.1 million, while Americas and EMEA license revenue decreased \$0.5 million and \$1.7 million, respectively, over 2012.

The license sales percentage mix across our product suite in 2013 was approximately 63% warehouse management solutions and 37% non-warehouse management solutions. Our warehouse management solutions decreased \$0.7 million, or 2%, in 2013 compared to 2012 and non-warehouse management solutions increased \$1.6 million, or 7%, in 2013 over 2012.

### Services revenue

#### Year 2014 compared with year 2013

Services revenue increased \$60.1 million, or 19%, in 2014 compared to 2013 due to a \$49.2 million, or 23%, increase in professional services revenue and a \$10.9 million, or 10%, increase in CSSE revenue. The Americas, EMEA, and APAC segments increased \$46.1 million, \$10.4 million, and \$3.6 million, respectively, compared to 2013. The increase in services revenue is primarily due to customer-specific initiatives in conjunction with customer upgrade activity and license deals signed.

#### Year 2013 compared with year 2012

Services revenue increased \$32.0 million, or 11%, in 2013 compared to 2012 due to a \$25.6 million, or 14%, increase in professional services revenue and a \$6.4 million, or 7%, increase in CSSE revenue. The Americas, EMEA, and APAC segments increased \$26.3 million, \$4.8 million, and \$0.9 million, respectively, compared to 2012. The increase in services revenue is primarily due to customer-specific initiatives in conjunction with customer upgrade activity and license deals signed.

### Hardware and other

Sales of hardware increased \$4.7 million to \$25.6 million in 2014 compared to \$20.9 million in 2013. Sales of hardware increased \$2.6 million to \$20.9 million in 2013 compared to \$18.3 million in 2012. The majority of hardware sales are derived from our Americas segment. Sales of hardware are largely dependent upon customer-specific desires, which fluctuate. Other revenue represents reimbursements for professional service travel expenses that are required to be classified as revenue and are included in hardware and other revenue. Reimbursements by customers for out-of-pocket expenses were approximately \$18.9 million, \$15.3 million, and \$12.6 million for 2014, 2013, and 2012, respectively.

### Cost of Revenue

	Year Ended December 31,				
	2014	2013	2012	% Change vs. Prior Year	
				2014	2013
	(in thousands)				
Cost of software license	\$ 7,110	\$ 8,724	\$ 7,838	-19%	11%
Cost of services	169,140	142,236	128,686	19%	11%
Cost of hardware and other	36,328	30,191	25,213	20%	20%
Total cost of revenue	<u>\$ 212,578</u>	<u>\$ 181,151</u>	<u>\$ 161,737</u>	<u>17%</u>	<u>12%</u>

### Cost of License

Cost of license consists of the costs associated with software reproduction; hosting services; media, packaging and delivery, documentation, and other related costs; and royalties on third-party software sold with or as part of our products. Cost of license decreased by \$1.6 million, or 19%, in 2014 compared to 2013 principally due to decreased cost of royalties and third party software license fees over the prior year.

### Cost of Services

#### Year 2014 compared with year 2013

Cost of services consists primarily of salaries and other personnel-related expenses of employees dedicated to professional and technical services and customer support services. The \$26.9 million, or 19%, increase in cost of services in 2014 compared to 2013 was principally due to a \$17.1 million increase in compensation, other personnel-related and travel expenses resulting from increased headcount in our services organization to support ongoing growth of the business and a \$5.8 million increase in performance-based compensation expense. In addition, the increase partially resulted from increases in application software costs, temporary contracted personnel, and stock compensation expense.

#### Year 2013 compared with year 2012

Cost of services increased \$13.6 million, or 11%, in 2013 compared to 2012 principally due to a \$11.9 million increase in compensation and other personnel-related expenses resulting from increased headcount in our services organization and increased third-party software maintenance costs and internal computer system costs.

### Cost of Hardware and other

In 2014, cost of hardware increased \$2.6 million to \$17.7 million from \$15.1 million in 2013 on increased sales of hardware. In 2013, cost of hardware increased \$2.3 million to \$15.1 million from \$12.8 million in 2012 on increased sales of hardware. Cost of hardware and other includes professional services billed travel expenses reimbursed by customers of approximately \$18.6 million, \$15.1 million, and \$12.4 million for 2014, 2013, and 2012, respectively. Changes in amounts of out-of-pocket expenses correlate to changes in amounts of services revenue.

## Operating Expenses

	Year Ended December 31,				
				% Change vs. Prior Year	
	2014	2013	2012	2014	2013
	(in thousands)				
Research and development	\$ 48,953	\$ 44,549	\$ 44,704	10%	0%
Sales and marketing	52,617	44,559	45,622	18%	-2%
General and administrative	44,455	37,147	38,474	20%	-3%
Depreciation and amortization	6,377	5,825	5,638	9%	3%
Operating expenses	<u>\$ 152,402</u>	<u>\$ 132,080</u>	<u>\$ 134,438</u>	<u>15%</u>	<u>-2%</u>

### Research and Development

Our principal research and development (R&D) activities during 2014, 2013, and 2012 focused on the expansion and integration of new products and releases, while expanding the product footprint of our software solution suites in Supply Chain, Inventory and Omni-Channel. The Manhattan Platform provides not only a sophisticated service oriented, architecture based framework, but a platform that facilitates the integration with Enterprise Resource Planning (ERP) and other supply chain solutions.

For the years ended December 31, 2014, 2013, and 2012, we did not capitalize any R&D costs because the costs incurred following the attainment of technological feasibility for the related software product through the date of general release were insignificant.

#### Year 2014 compared with year 2013

R&D expenses primarily consist of salaries and other personnel-related costs for personnel involved in our research and development activities. Research and development expenses in 2014 increased by \$4.4 million, or 10%, compared to 2013. This increase is primarily due to an increase of \$1.7 million in compensation and other personnel-related expenses and an increase of \$1.6 million in performance-based bonus expense.

#### Year 2013 compared with year 2012

R&D expenses were essentially flat over prior year due to slightly lower headcount and favorable currency impact driven by a weakening of the Indian rupee against the US dollar.

### Sales and Marketing

#### Year 2014 compared with year 2013

Sales and marketing expenses include salaries, commissions, travel and other personnel-related costs and the costs of our marketing and alliance programs and related activities. Sales and marketing expenses increased by \$8.1 million, or 18%, in 2014 compared to 2013. This increase was mainly attributable to the increase in performance-based compensation expense of \$6.0 million, a \$0.6 million increase in stock compensation expense, and a \$0.7 million increase in compensation and other personnel-related expenses, including temporary contracted personnel.

#### Year 2013 compared with year 2012

Sales and marketing expenses decreased by \$1.1 million, or 2%, in 2013 compared to 2012. The decrease was mainly attributable to a \$1.2 million decrease in performance-based compensation and a decrease in stock compensation expense of \$1.2 million partially offset by an increase in sales and marketing operating expenses of \$1.6 million.

### General and Administrative

#### Year 2014 compared with year 2013

General and administrative expenses consist primarily of salaries and other personnel-related costs of executive, financial, human resources, information technology, and administrative personnel, as well as facilities, legal, insurance, accounting, and other administrative expenses. General and administrative expenses increased \$7.3 million, or 20%, in 2014 primarily attributable to an increase of \$1.5 million in compensation and other personnel-related expenses, an increase of \$1.4 million in temporary contracted

personnel, an increase of \$0.7 million in performance-based bonus expense, and an increase of \$0.7 million in stock compensation expense. The comparison to 2013 was also impacted by the \$1.6 million reversal in 2013 of a previously expensed transaction tax resulting from the expiration of the tax audit statutes.

#### *Year 2013 compared with year 2012*

General and administrative expenses decreased \$1.3 million, or 3%, in 2013 primarily attributable to a \$1.6 million reversal of a previously expensed transaction tax resulting from the expiration of the tax audit statutes.

#### **Depreciation and Amortization**

Depreciation expense amounted to \$6.2 million, \$5.8 million, and \$5.6 million 2014, 2013, and 2012, respectively. Amortization of intangibles was immaterial in 2014, 2013 and 2012. We have recorded goodwill and other acquisition-related intangible assets as part of the purchase accounting associated with various acquisitions.

#### **Operating Income**

Operating income for the year ended December 31, 2014 increased \$25.8 million to \$127.1 million, compared to \$101.3 million for the year ended December 31, 2013. Operating margins were 25.8% for 2014 versus 24.4% for 2013. Operating income and margin increased primarily due to strong revenue growth and expense management during the year. Operating income also benefitted over the prior year from favorable foreign currency translation of \$1.2 million for the year ended December 31, 2014, primarily due to the weakening of the Indian Rupee versus the U.S. dollar during the year ended December 31, 2014. The increase was partially offset by a \$1.6 million reversal in 2013 of a previously expensed transaction tax resulting from the expiration of the tax audit statutes. Operating income in the Americas, EMEA, and APAC segments increased by \$18.5 million, \$5.0 million, and \$2.3 million, respectively in 2014.

Operating income for the year ended December 31, 2013 increased \$21.2 million to \$101.3 million, compared to \$80.1 million for the year ended December 31, 2012. Operating margins were 24.4% for 2013 versus 21.3% for 2012. Operating income and margin for the year ended December 31, 2013 included a \$1.6 million reversal of a previously expensed transaction tax resulting from the expiration of the tax audit statutes. Furthermore, operating income and margins increased due to strong revenue growth and expense management during the year. Operating income also benefitted over the prior year from favorable foreign currency translation effects of \$1.9 million for the year ended December 31, 2013, primarily due to the weakening of the Indian Rupee versus the U.S. dollar during the year ended December 31, 2013. Operating income in the Americas, EMEA, and APAC segments increased by \$17.9 million, \$0.6 million, and \$2.7 million, respectively in 2013.

#### **Other Income and Income Taxes**

	<b>Year Ended December 31,</b>				
				<b>% Change vs. Prior Year</b>	
	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2014</b>	<b>2013</b>
Other income, net	\$ 874	\$ 1,822	\$ 965	-52%	89%
Income tax provision	45,998	35,813	29,185	28%	23%

#### **Other Income, net**

Other income, net primarily includes interest income, foreign currency gains and losses, and other non-operating expenses. Interest income was \$1.3 million, \$1.2 million and \$1.1 million for the year ended December 31, 2014, 2013 and 2012, respectively. The weighted-average interest rate earned on cash and investments was approximately 1% for the years ended December 31, 2014, 2013 and 2012. We recorded a net foreign currency loss of \$0.4 million in 2014, a net foreign currency gain of \$0.7 million in 2013, and a net foreign currency loss of \$0.1 million in 2012. The foreign currency gain and losses mainly resulted from gains or losses on intercompany transactions denominated in foreign currencies with subsidiaries due to the fluctuation of the U.S. dollar relative to other foreign currencies, primarily the Indian Rupee.

#### **Income Tax Provision**

Our effective income tax rates were 35.9%, 34.7%, and 36.0% in 2014, 2013, and 2012, respectively. Our effective income tax rate takes into account the source of taxable income, domestically by state and internationally by country, and available income tax credits. The effective tax rate in 2014 increased from 2013 mainly due to increases in state tax rates. Additionally, the 2013 tax year included

the benefit of the reinstatement of the federal research and development tax credit for both the 2012 and 2013 tax years, partially offset by decreases in reserves for uncertain tax positions.

The effective tax rate in 2013 decreased from 2012 mainly due to the reinstatement of the federal research and development tax credit in January 2013 for the 2012 and 2013 tax years as well as reductions in valuation allowances for state tax credit carryforwards, partially offset by increases in foreign taxes and reserves for uncertain tax positions.

### **Liquidity and Capital Resources**

During 2014, 2013, and 2012, we funded our business through cash generated from operations. Our cash and investments as of December 31, 2014 included \$85.6 million held in the U.S. and \$38.8 million held by our foreign subsidiaries. We believe that our cash balances in the U.S. are sufficient to fund our U.S. operations. In the future, if we elect to repatriate the unremitted earnings of our foreign subsidiaries in the form of dividends or otherwise, we would be subject to additional U.S. income taxes which would result in a higher effective tax rate. However, our intent is to indefinitely reinvest these funds outside of the U.S. and we do not have a current cash requirement need to repatriate cash to the U.S.

Our cash flow from operating activities totaled \$94.2 million, \$89.4 million, and \$75.3 million in 2014, 2013, and 2012, respectively. Typical factors affecting our cash provided by operating activities include our level of revenue and earnings for the period, the timing and amount of employee bonus payments and income tax payments, and the timing of cash collections from our customers which is our primary source of operating cash flow. Cash flow from operating activities for 2014 increased \$4.8 million compared to 2013 primarily attributable to higher revenue and net earnings offset slightly by higher cash paid for income taxes. Cash flow from operating activities for 2013 increased \$14.1 million compared to 2012 primarily attributable to higher revenue and net earnings. Days sales outstanding was 61 at both December 31, 2014 and 2013, and 60 at December 31, 2012, reflecting solid cash collections.

Our investing activities used cash of approximately \$12.7 million, \$7.8 million, and \$7.0 million in 2014, 2013, and 2012, respectively. The use of cash for investing activities for the year ended December 31, 2014 was for capital expenditures of approximately \$9.4 million, \$2.8 million payment in connection with the asset acquisition of Global Bay Mobile Technologies discussed in note 8 to the consolidated financial statements, and net purchases of \$0.5 million in investments. The use of cash for investing activities for the year ended December 31, 2013 was for capital expenditures of approximately \$4.7 million and net purchases of \$3.1 million in investments. The use of cash for investing activities for the year ended December 31, 2012 was \$7.9 million in capital expenditures partially offset by the net maturities of \$0.9 million in investments.

Our financing activities used cash of approximately \$89.1 million, \$51.8 million, and \$63.5 million in 2014, 2013, and 2012, respectively. The principal use of cash for financing activities for the year ended December 31, 2014 was to purchase approximately \$99.2 million of our common stock, including \$8.1 million for shares withheld for taxes due upon vesting of restricted stock, partially offset by proceeds generated from options exercised of \$1.6 million and a \$8.6 million excess tax benefit related to the exercise of stock options and vesting of restricted stock awards. The principal use of cash for financing activities for the year ended December 31, 2013 was to purchase approximately \$64.2 million of our common stock, including \$5.0 million for shares withheld for taxes due upon vesting of restricted stock, partially offset by proceeds generated from options exercised of \$5.8 million and a \$6.6 million excess tax benefit related to the exercise of stock options and vesting of restricted stock awards. The principal use of cash for financing activities for the year ended December 31, 2012 was to purchase approximately \$103.2 million of our common stock, including \$3.5 million for shares withheld for taxes due upon vesting of restricted stock, partially offset by proceeds generated from options exercised of \$32.1 million and a \$7.5 million excess tax benefit related to the exercise of stock options and vesting of restricted stock awards. In January 2015, our Board of Directors increased our remaining share repurchase authority to a total of \$50 million.

Periodically, opportunities may arise to grow our business through the acquisition of complementary products, and technologies. Any material acquisition could result in a decrease to our working capital depending on the amount, timing, and nature of the consideration to be paid. We believe that our existing cash and investments will be sufficient to meet our working capital and capital expenditure needs at least for the next twelve months, although there can be no assurance that this will be the case. In 2015, we anticipate that our priorities for use of cash will be similar to prior years, with our first priority being continued investment in product development and profitably growing our business to extend our market leadership. We will continue to evaluate acquisition opportunities that are complementary to our product footprint and technology direction. We will also continue to weigh our share repurchase options against cash for acquisitions and investing in the business. At this time, we do not anticipate any borrowing requirements in 2015 for general corporate purposes.

## New Accounting Pronouncements

In May 2014, the Financial Accounting Standard Board (FASB) issued guidance codified in Accounting Standard Codification (ASC) No. 606, *Revenue Recognition – Revenue from Contracts with Customers*, which will replace substantially all current revenue recognition guidance once it becomes effective. The new standard provides accounting guidance for all revenue arising from contracts with customers and affects all entities that enter into contracts to provide goods or services to their customers unless the contracts are in the scope of other standards. The new standard is less prescriptive and may require software entities to use more judgment and estimates in the revenue recognition process than are required under existing revenue guidance. This guidance is effective for annual and interim periods beginning after December 15, 2016, using either of the following transition methods: (i) a full retrospective approach reflecting the application of the standard in each prior reporting period with the option to elect certain practical expedients, or (ii) a modified retrospective approach with the cumulative effect of initially adopting the standard recognized at the date of adoption (which includes additional footnote disclosures). We are currently evaluating the impact of the provisions of ASC 606 on our consolidated financial statements and have not yet determined the method by which we will adopt the standard in 2017.

## Off-Balance Sheet Arrangements and Aggregate Contractual Obligations

Our principal commitments as of December 31, 2014 consist of obligations under operating leases. We expect to fulfill all of the following commitments from our working capital. We have no off-balance sheet arrangements within the meaning of SEC rules.

### *Lease Commitments*

We lease our facilities and some of our equipment under noncancelable operating lease arrangements that expire at various dates through 2025. Rent expense for these leases aggregated \$6.3 million, \$5.9 million, and \$5.8 million during 2014, 2013, and 2012, respectively.

The following table summarizes our contractual commitments as of December 31, 2014 (in thousands):

	Total	2015	2016	2017	2018	2019	Thereafter
Operating Lease Obligations	\$ 54,277	\$ 5,769	\$ 5,942	\$ 6,154	\$ 5,502	\$ 4,743	\$ 26,167

### *Indemnities*

Our customer contracts generally contain infringement indemnity provisions. Under those provisions, we generally agree, subject to certain exceptions, to indemnify, defend, and hold harmless the customer in connection with third party claims against the customer alleging that the customer's use of our software products in compliance with their license infringe the third party's patent, copyright, or other intellectual property rights. Conditions to our obligations generally include that we are provided the right to control the defense of the claims and, in general, to control settlement negotiations. Those provisions generally provide also that, if the customer is prevented from using our software because of a third party infringement claim, our sole obligation (in addition to the indemnification, defense, and hold harmless obligation referred to above) is to, at our expense, (i) procure for the customer the right to continue to use the software, (ii) to replace or modify the product so that its use by the customer does not infringe, or, if either of the foregoing are not reasonably feasible, to terminate the customer contract and provide a refund of the unamortized portion of the customer's license fee (based on a five year amortization period). Our customer contracts sometimes also require us to indemnify, defend, and hold harmless the customer in connection with death, personal injury, or property damage claims made by third parties with respect to actions of our personnel or contractors. The indemnity obligations contained in our customer contracts generally have no specified expiration date and no specified monetary limitation on liability. We have not previously incurred costs to settle claims or pay awards under these indemnification obligations. We account for these indemnity obligations in accordance with FASB guidance on accounting for contingencies, and record a liability for these obligations when a loss is probable and reasonably estimable. We have not recorded any liabilities for these contracts as of December 31, 2014.

### *Warranties*

In general, in our customer contracts we warrant to our customers that our software products will perform in all material respects in accordance with our standard published specifications in effect at the time of delivery of the licensed products to the customer for six months after first use of the licensed products, but no more than 24 months after execution of the license agreement. Additionally, we warrant to our customers that our services will be performed consistent with generally accepted industry standards or specific service levels through completion of the agreed upon services. If necessary, we would provide for the estimated cost of product and service warranties based on specific warranty claims and claim history. However, we have not incurred significant recurring expense under

our product or service warranties. As a result, we believe the estimated fair value of these agreements is nominal. Accordingly, we have no liabilities recorded for these agreements as of December 31, 2014.

### **Application of Critical Accounting Policies and Estimates**

The SEC defines “critical accounting policies” as those that require application of management’s most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain and may change in subsequent periods.

Our consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions in certain circumstances that affect amounts reported in the accompanying consolidated financial statements and related footnotes. We believe that estimates, judgments, and assumptions upon which we rely are reasonable based on information available to us at the time that these estimates, judgments, and assumptions are made. To the extent there are material differences between those estimates, judgments, or assumptions and actual results, our financial statements will be affected. The accounting policies that reflect our more significant estimates, judgments, and assumptions are: Revenue Recognition, Allowance for Doubtful Accounts, Valuation of Goodwill, and Accounting for Income Taxes.

#### *Revenue Recognition*

The Company’s revenue consists of fees from the licensing and hosting of software (collectively included in “Software license” revenue in the Consolidated Statements of Income), fees from implementation and training services (collectively, “professional services”) and customer support services and software enhancements (collectively with professional services revenue included in “Services” revenue in the Consolidated Statements of Income), and sales of hardware and other revenue, which consists of reimbursements of out-of-pocket expenses incurred in connection with our professional services (collectively included in “Hardware and other” revenue in the Consolidated Statements of Income). All revenue is recognized net of any related sales taxes.

The Company recognizes license revenue when the following criteria are met: (1) a signed contract is obtained covering all elements of the arrangement, (2) delivery of the product has occurred, (3) the license fee is fixed or determinable, and (4) collection is probable. Revenue recognition for software with multiple-element arrangements requires recognition of revenue using the “residual method” when (a) there is vendor-specific objective evidence (VSOE) of the fair values of all undelivered elements in a multiple-element arrangement that is not accounted for using long-term contract accounting, (b) VSOE of fair value does not exist for one or more of the delivered elements in the arrangement, and (c) all other applicable revenue-recognition criteria for software revenue recognition are satisfied. For those contracts that contain significant customization or modifications, license revenue is recognized using contract accounting.

The Company allocates revenue to customer support services and software enhancements and any other undelivered elements of the arrangement based on VSOE of fair value of each element, and such amounts are deferred until the applicable delivery criteria and other revenue recognition criteria have been met. The balance of the revenue, net of any discounts inherent in the arrangement, is recognized at the outset of the arrangement using the residual method as the product licenses are delivered. If the Company cannot objectively determine the fair value of each undelivered element based on the VSOE of fair value, the Company defers revenue recognition until all elements are delivered, all services have been performed, or until fair value can be objectively determined. The Company must apply judgment in determining all elements of the arrangement and in determining the VSOE of fair value for each element, considering the price charged for each product on a stand-alone basis or applicable renewal rates. For arrangements that include future software functionality deliverables, the Company accounts for these deliverables as a separate element of the arrangement. Because the Company does not sell these deliverables on a standalone basis, the Company is not able to establish VSOE of fair value of these deliverables. As a result, the Company defers all revenue under the arrangement until the future functionality has been delivered to the customer.

Payment terms for the Company’s software licenses vary. Each contract is evaluated individually to determine whether the fees in the contract are fixed or determinable and whether collectability is probable. Judgment is required in assessing the probability of collection, which is generally based on evaluation of customer-specific information, historical collection experience, and economic market conditions. If market conditions decline, or if the financial conditions of customers deteriorate, the Company may be unable to determine that collectability is probable, and the Company could be required to defer the recognition of revenue until the Company receives customer payments. The Company has an established history of collecting under the terms of its software license contracts without providing refunds or concessions to its customers. Therefore, the Company has determined that the presence of payment terms that extend beyond contract execution in a particular contract do not preclude the conclusion that the fees in the contract are fixed or determinable. Although infrequent, when payment terms in a contract extend beyond our standard terms or twelve months, the Company has determined that such fees are not fixed or determinable and recognizes revenue as payments become due provided that all other conditions for revenue recognition have been met.

The Company's services revenue consists of fees generated from professional services and customer support and software enhancements related to the Company's software products. Professional services include system planning, design, configuration, testing, and other software implementation support, and are not typically essential to the functionality of the software. Fees from professional services performed by the Company are separately priced and are generally billed on an hourly basis, and revenue is recognized as the services are performed. In certain situations, professional services are rendered under agreements in which billings are limited to contractual maximums or based upon a fixed fee for portions of or all of the engagement. Revenue related to fixed-fee-based contracts is recognized on a proportional performance basis based on the hours incurred on discrete projects within an overall services arrangement. The Company has determined that output measures, or services delivered, approximate the input measures associated with fixed-fee services arrangements. Project losses are provided for in their entirety in the period in which they become known. Revenue related to customer support services and software enhancements is generally paid in advance and recognized ratably over the term of the agreement, typically twelve months.

Hardware and other revenue is generated from the resale of a variety of hardware products, developed and manufactured by third parties, that are integrated with and complementary to the Company's software solutions. As part of a complete solution, the Company's customers periodically purchase hardware from the Company for use with the software licenses purchased from the Company. These products include computer hardware, radio frequency terminal networks, radio frequency identification (RFID) chip readers, bar code printers and scanners, and other peripherals. Hardware revenue is recognized upon shipment to the customer when title passes. The Company generally purchases hardware from the Company's vendors only after receiving an order from a customer. As a result, the Company generally does not maintain hardware inventory.

In accordance with the other presentation matters within the Revenue Recognition Topic of the ASC, the Company recognizes amounts associated with reimbursements from customers for out-of-pocket expenses as revenue. Such amounts have been included in "Hardware and other" revenue in the Condensed Consolidated Statements of Income. The total amount of expense reimbursement recorded to revenue was \$18.9 million, \$15.3 million, and \$12.6 million for 2014, 2013, and 2012, respectively.

#### *Accounting for Income Taxes*

We provide for the effect of income taxes on our financial position and results of operations in accordance with the Income Taxes Topic of the ASC. Under this accounting pronouncement, income tax expense is recognized for the amount of income taxes payable or refundable for the current year and for the change in net deferred tax assets or liabilities resulting from events that are recorded for financial reporting purposes in a different reporting period than recorded in the tax return. Management must make significant assumptions, judgments, and estimates to determine our current provision for income taxes and also our deferred tax assets and liabilities and any valuation allowance to be recorded against our net deferred tax asset.

Our judgments, assumptions, and estimates relative to the current provision for income tax take into account current tax laws, our interpretation of current tax laws, allowable deductions, projected tax credits, and possible outcomes of current and future audits conducted by foreign and domestic tax authorities. We do not recognize a tax benefit unless we conclude that it is more likely than not that the benefit will be sustained on audit by the taxing authority based solely on the technical merits of the associated tax position. If the recognition threshold is met, we recognize a tax benefit measured at the largest amount of the tax benefit that, in our judgment, is greater than 50 percent likely to be realized. Changes in tax law or our interpretation of tax laws and the resolution of current and future tax audits could significantly impact the amounts provided for income taxes in our financial position and results of operations. Our assumptions, judgments, and estimates relative to the value of our net deferred tax asset take into account predictions of the amount and category of future taxable income. Actual operating results and the underlying amount and category of income in future years could render our current assumptions, judgments, and estimates of recoverable net deferred taxes inaccurate, thus materially impacting our financial position and results of operations.

## **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

### **Foreign Business**

Our international business is subject to risks typical of an international business, including, but not limited to differing economic conditions, changes in political climate, differing tax structures, other regulations and restrictions, and foreign exchange rate volatility. Our international operations currently include business activity out of offices in the United Kingdom, the Netherlands, France, Australia, China, Japan, Singapore, and India. When the U.S. dollar strengthens against a foreign currency, the value of our sales and expenses in that currency converted to U.S. dollars decreases. When the U.S. dollar weakens, the value of our sales and expenses in that currency converted to U.S. dollars increases. We recognized a foreign exchange loss of \$0.4 million in 2014, a foreign exchange gain of \$0.7 million in 2013, and a foreign exchange loss of \$0.1 million in 2012. Foreign exchange rate transaction gains and losses are classified in "Other (loss) income, net" in our Consolidated Statements of Income. A fluctuation of 10% in the period end exchange rates at December 31, 2014 relative to the U.S. dollar would result in a change of approximately \$0.1 million in the reported foreign currency gain. A fluctuation of 10% in the period end exchange rates at December 31, 2013 relative to the U.S. dollar would result in a change of approximately \$0.5 million in the reported foreign currency gain.

### **Interest Rates**

We currently invest our cash in a variety of financial instruments, including taxable and tax-advantaged floating rate obligations in money market funds and certificates of deposit. These investments are mainly denominated in U.S. dollars. Cash balances in foreign currencies overseas, except for India, are derived from business operations. India operations are funded by the U.S. At December 31, 2014, our cash, cash equivalents, and investment balances totaled \$124.4 million, of which \$115.7 million is highly liquid. The remaining \$8.7 million balance is invested in short-term certificates of deposit. Our cash equivalents balance at December 31, 2014 was \$39.0 million. Cash equivalents principally consist of highly-liquid money market funds and certificates of deposit with maturities of less than three months when purchased.

Investments in both fixed rate and floating rate interest-earning instruments carry interest rate risk. Fixed rate securities may have their fair market value adversely impacted due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall. Due in part to these factors, our future investment income may fall short of expectations due to changes in interest rates, or we may suffer losses in principal if forced to sell securities that have seen a decline in market value due to changes in interest rates. The weighted-average interest rate of return on cash and investment securities was approximately 1% for the years ended December 31, 2014 and 2013. The fair value of cash equivalents and investments held at December 31, 2014 and 2013 was \$47.7 million and \$44.8 million, respectively. Based on the average investments outstanding during 2014 and 2013, increases or decreases in the rates of return of 25 basis points would result in increases or decreases to interest income of approximately \$0.3 million for both years from the reported interest income.

**Item 8. Financial Statements and Supplementary Data**

*Financial Statements*

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## MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management of Manhattan Associates, Inc. is responsible for establishing and maintaining adequate internal control over financial reporting. The Company's internal control over financial reporting is a process designed under the supervision of the Company's principal executive and principal financial officers to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Company's financial statements for external purposes in accordance with U.S. generally accepted accounting principles.

The Company's internal control over financial reporting includes policies and procedures that pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and dispositions of assets; provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of management and the directors of the Company; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As of the end of the Company's 2014 fiscal year, management conducted an assessment of the Company's internal control over financial reporting based on the framework established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (COSO). Based on this assessment, management has determined that the Company's internal control over financial reporting as of December 31, 2014 was effective.

Ernst & Young LLP, the independent registered public accounting firm that audited the Company's financial statements for the year ended December 31, 2014, has audited the Company's internal control over financial reporting as of December 31, 2014 and has issued a report regarding the Company's internal control over financial reporting appearing on page 41, which expresses an unqualified opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2014.

/s/ Eddie Capel

Eddie Capel  
President and Chief Executive Officer

February 5, 2015

/s/ Dennis B. Story

Dennis B. Story  
Executive Vice President, Chief Financial Officer, and  
Treasurer

February 5, 2015

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM  
ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

**The Board of Directors and Shareholders  
Manhattan Associates, Inc. and Subsidiaries**

We have audited Manhattan Associates, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). Manhattan Associates, Inc. and subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Manhattan Associates, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Manhattan Associates, Inc. and subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, cash flows, and shareholders' equity for each of the three years in the period ended December 31, 2014 of Manhattan Associates, Inc. and subsidiaries, and our report dated February 5, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 5, 2015

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM  
ON THE CONSOLIDATED FINANCIAL STATEMENTS**

**The Board of Directors and Shareholders  
Manhattan Associates, Inc. and Subsidiaries**

We have audited the accompanying consolidated balance sheets of Manhattan Associates, Inc. and subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, cash flows, and shareholders' equity for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Manhattan Associates, Inc. and subsidiaries at December 31, 2014 and 2013, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Manhattan Associates, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework), and our report dated February 5, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 5, 2015

**MANHATTAN ASSOCIATES, INC. AND SUBSIDIARIES**  
**Consolidated Statements of Income**  
(in thousands, except per share amounts)

	Year Ended December 31,		
	2014	2013	2012
Revenue:			
Software license	\$ 71,583	\$ 62,416	\$ 61,494
Services	376,023	315,901	283,872
Hardware and other	44,498	36,201	30,882
Total revenue	492,104	414,518	376,248
Costs and expenses:			
Cost of license	7,110	8,724	7,838
Cost of services	169,140	142,236	128,686
Cost of hardware and other	36,328	30,191	25,213
Research and development	48,953	44,549	44,704
Sales and marketing	52,617	44,559	45,622
General and administrative	44,455	37,147	38,474
Depreciation and amortization	6,377	5,825	5,638
Total costs and expenses	364,980	313,231	296,175
Operating income	127,124	101,287	80,073
Interest income	1,268	1,167	1,062
Other (loss) income, net	(394)	655	(97)
Income before income taxes	127,998	103,109	81,038
Income tax provision	45,998	35,813	29,185
Net income	\$ 82,000	\$ 67,296	\$ 51,853
Basic earnings per share	\$ 1.09	\$ 0.88	\$ 0.66
Diluted earnings per share	\$ 1.08	\$ 0.86	\$ 0.64
Weighted average number of shares:			
Basic	74,995	76,664	78,640
Diluted	75,841	77,932	81,084

*The accompanying notes are an integral part of these Consolidated Statements of Income.*

**MANHATTAN ASSOCIATES, INC. AND SUBSIDIARIES**  
**Consolidated Statements of Comprehensive Income**  
(in thousands)

	Year Ended December 31,		
	2014	2013	2012
Net income	\$ 82,000	\$ 67,296	\$ 51,853
Other comprehensive (loss) income, net of tax:			
Foreign currency translation adjustment	(2,241)	(3,079)	318
Unrealized gain on investments, net of taxes of \$0, \$0, and \$53 in 2014, 2013 and 2012, respectively	-	-	92
Other comprehensive (loss) income	(2,241)	(3,079)	410
Comprehensive income	<u>\$ 79,759</u>	<u>\$ 64,217</u>	<u>\$ 52,263</u>

*The accompanying notes are an integral part of these Consolidated Statements of Comprehensive Income.*

**MANHATTAN ASSOCIATES, INC. AND SUBSIDIARIES**  
**Consolidated Balance Sheets**  
(in thousands, except share and per share data)

	December 31,	
	2014	2013
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 115,708	\$ 124,375
Short-term investments	8,730	8,581
Accounts receivable, net of allowance of \$4,164 and \$3,156 in 2014 and 2013, respectively	86,828	71,136
Deferred income taxes	9,900	7,300
Prepaid expenses	7,282	6,345
Other current assets	1,413	1,001
Total current assets	229,861	218,738
Property and equipment, net	17,265	14,342
Goodwill, net	62,250	62,272
Deferred income taxes	270	427
Other assets	8,524	2,049
Total assets	\$ 318,170	\$ 297,828
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 12,483	\$ 11,555
Accrued compensation and benefits	30,889	19,465
Accrued and other liabilities	12,501	12,225
Deferred revenue	58,968	53,812
Income taxes payable	7,974	7,131
Total current liabilities	122,815	104,188
Deferred rent, long-term	4,965	4,722
Deferred income taxes	3,960	3,176
Other non-current liabilities	4,407	4,156
Shareholders' equity:		
Preferred stock, no par value; 20,000,000 shares authorized, no shares issued or outstanding in 2014 and 2013	-	-
Common stock, \$.01 par value; 200,000,000 shares and 100,000,000 shares authorized at December 31, 2014 and December 31, 2013, respectively; 74,104,064 and 76,374,180 shares issued and outstanding at December 31, 2014 and December 31, 2013, respectively	741	764
Retained earnings	191,305	188,604
Accumulated other comprehensive loss	(10,023)	(7,782)
Total shareholders' equity	182,023	181,586
Total liabilities and shareholders' equity	\$ 318,170	\$ 297,828

*The accompanying notes are an integral part of these Consolidated Balance Sheets.*

**MANHATTAN ASSOCIATES, INC. AND SUBSIDIARIES**  
**Consolidated Statements of Cash Flows**  
(in thousands)

	Year Ended December 31,		
	2014	2013	2012
<b>Operating activities:</b>			
Net income	\$ 82,000	\$ 67,296	\$ 51,853
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	6,377	5,825	5,638
Equity-based compensation	9,671	7,325	8,338
(Gain) loss on disposal of equipment	(13)	31	(46)
Tax benefit of stock awards exercised/vested	8,640	6,980	9,901
Excess tax benefits from equity-based compensation	(8,562)	(6,637)	(7,531)
Deferred income taxes	(1,705)	3,165	5,388
Unrealized foreign currency (gain) loss	(624)	205	427
Changes in operating assets and liabilities:			
Accounts receivable, net	(16,758)	(9,174)	(5,446)
Other assets	(5,198)	697	281
Accounts payable, accrued and other liabilities	13,519	3,164	(162)
Income taxes	338	4,500	8,831
Deferred revenue	6,477	6,010	(2,201)
Net cash provided by operating activities	<u>94,162</u>	<u>89,387</u>	<u>75,271</u>
<b>Investing activities:</b>			
Purchases of property and equipment	(9,415)	(4,740)	(7,873)
Purchases of short-term investments	(14,644)	(14,751)	(7,582)
Maturities of short-term investments	14,165	11,686	7,446
Payment in connection with acquisition	(2,773)	-	-
Sales of long-term investments	-	-	1,000
Net cash used in investing activities	<u>(12,667)</u>	<u>(7,805)</u>	<u>(7,009)</u>
<b>Financing activities:</b>			
Purchase of common stock	(99,204)	(64,199)	(103,155)
Proceeds from issuance of common stock from options exercised	1,571	5,754	32,082
Excess tax benefits from equity-based compensation	8,562	6,637	7,531
Net cash used in financing activities	<u>(89,071)</u>	<u>(51,808)</u>	<u>(63,542)</u>
Foreign currency impact on cash	<u>(1,091)</u>	<u>(2,136)</u>	<u>(163)</u>
Net change in cash and cash equivalents	<u>(8,667)</u>	<u>27,638</u>	<u>4,557</u>
Cash and cash equivalents at beginning of period	<u>124,375</u>	<u>96,737</u>	<u>92,180</u>
Cash and cash equivalents at end of period	<u>\$ 115,708</u>	<u>\$ 124,375</u>	<u>\$ 96,737</u>
<b>Supplemental disclosures of cash flow information:</b>			
Cash paid for taxes	<u>\$ 38,674</u>	<u>\$ 21,191</u>	<u>\$ 6,277</u>

*The accompanying notes are an integral part of these Consolidated Statements of Cash Flows.*

**MANHATTAN ASSOCIATES, INC. AND SUBSIDIARIES**  
**Consolidated Statements of Shareholders' Equity**  
(in thousands, except share data)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity
	Shares	Amount				
Balance, December 31, 2011	81,663,784	\$ 817	\$ -	\$ 166,376	\$ (5,113)	\$ 162,080
Repurchase of common stock	(8,090,956)	(81)	(50,272)	(52,802)	-	(103,155)
Stock option exercises	5,010,536	49	32,033	-	-	32,082
Restricted stock units issuance/shares cancellation	(99,496)	-	-	-	-	-
Equity-based compensation	-	-	8,338	-	-	8,338
Tax effects of equity-based compensation	-	-	9,901	-	-	9,901
Foreign currency translation adjustment	-	-	-	-	318	318
Unrealized loss on investments	-	-	-	-	92	92
Net income	-	-	-	51,853	-	51,853
Balance, December 31, 2012	78,483,868	785	-	165,427	(4,703)	161,509
Repurchase of common stock	(3,132,276)	(32)	(20,048)	(44,119)	-	(64,199)
Stock option exercises	1,014,956	11	5,743	-	-	5,754
Restricted stock units issuance/shares cancellation	7,632	-	-	-	-	-
Equity-based compensation	-	-	7,325	-	-	7,325
Tax effects of equity-based compensation	-	-	6,980	-	-	6,980
Foreign currency translation adjustment	-	-	-	-	(3,079)	(3,079)
Net income	-	-	-	67,296	-	67,296
Balance, December 31, 2013	76,374,180	764	-	188,604	(7,782)	181,586
Repurchase of common stock	(2,868,630)	(29)	(19,876)	(79,299)	-	(99,204)
Stock option exercises	286,456	3	1,568	-	-	1,571
Restricted stock units issuance/shares cancellation	312,058	3	(3)	-	-	-
Equity-based compensation	-	-	9,671	-	-	9,671
Tax effects of equity-based compensation	-	-	8,640	-	-	8,640
Foreign currency translation adjustment	-	-	-	-	(2,241)	(2,241)
Net income	-	-	-	82,000	-	82,000
<b>Balance, December 31, 2014</b>	<b>74,104,064</b>	<b>\$ 741</b>	<b>\$ -</b>	<b>\$ 191,305</b>	<b>\$ (10,023)</b>	<b>\$ 182,023</b>

*The accompanying notes are an integral part of these Consolidated Statements of Shareholders' Equity.*

**MANHATTAN ASSOCIATES, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2014, 2013 and 2012**

**1. Organization, Consolidation and Summary of Significant Accounting Policies**

**Organization and Business**

Manhattan Associates, Inc. (“Manhattan” or the “Company”) is a developer and provider of supply chain commerce solutions that help organizations optimize the effectiveness, efficiency, and strategic advantages of their supply chains. The Company’s solutions consist of software, services, and hardware, which coordinate people, workflows, assets, events, and tasks holistically across the functions linked in a supply chain from planning through execution. These solutions also help coordinate the actions, data exchange, and communication of participants in supply chain ecosystems, such as manufacturers, suppliers, distributors, trading partners, transportation providers, channels (such as catalogers, store retailers, and Web outlets), and consumers.

The Company’s operations are in North America, Europe (EMEA), and the Asia/Pacific (APAC) region. The European operations are conducted through the Company’s wholly-owned subsidiaries, Manhattan Associates Limited, Manhattan Associates Europe B.V., Manhattan France SARL, and Manhattan Associates GmbH, in the United Kingdom, the Netherlands, France, and Germany, respectively. The Company’s Asia/Pacific operations are conducted through its wholly-owned subsidiaries, Manhattan Associates Pty Ltd., Manhattan Associates KK, Manhattan Associates Software (Shanghai), Co. Ltd., Manhattan Associates Software Pte Ltd., and Manhattan Associates (India) Development Centre Private Limited in Australia, Japan, China, Singapore, and India, respectively. The Company occasionally sells its products and services in other countries, such as countries in Latin America, Eastern Europe, Middle East, and Asia, through its direct sales channel as well as various reseller channels.

**Stock Split and Increase of the Authorized Number of Shares of Common Stock**

On December 19, 2013, the Board of Directors of the Company approved a four-for-one stock split of the Company’s common stock, effected in the form of a stock dividend. Each shareholder of record at the close of business on December 31, 2013 received three additional shares for every outstanding share held on the record date. The additional shares were distributed on January 10, 2014 and trading began on a split-adjusted basis on January 13, 2014.

On May 15, 2014, the shareholders of the Company approved an amendment to the Company’s articles of incorporation to increase the authorized number of shares of common stock from 100,000,000 to 200,000,000. The amendment was effective on May 15, 2014.

All references made to share or per share amounts in the accompanying condensed consolidated financial statements and applicable disclosures have been restated to reflect the effect of the four-for-one stock split for all periods presented. The Company retained the current par value of \$0.01 per share for all shares of common stock. Stockholders’ equity reflects the stock split by reclassifying an amount equal to the par value of the additional shares arising from the split from “Additional Paid-in Capital” or “Retained Earnings” to “Common stock.”

**Principles of Consolidation and Foreign Currency Translation**

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

The financial statements of foreign subsidiaries have been translated into United States dollars in accordance with the foreign currency matters topic in the Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification (the “Codification”). Revenues and expenses from international operations were denominated in the respective local currencies and translated using the average monthly exchange rates for the year. All balance sheet accounts have been translated using the exchange rates in effect at the balance sheet date and the effect of changes in exchange rates from year to year are disclosed as a separate component of shareholders’ equity and comprehensive income.

## **New Accounting Pronouncements**

In May 2014, the FASB issued guidance codified in ASC 606, *Revenue Recognition – Revenue from Contracts with Customers*, which will replace substantially all current revenue recognition guidance once it becomes effective. The new standard provides accounting guidance for all revenue arising from contracts with customers and affects all entities that enter into contracts to provide goods or services to their customers unless the contracts are in the scope of other standards. The new standard is less prescriptive and may require software entities to use more judgment and estimates in the revenue recognition process than are required under existing revenue guidance. This guidance is effective for annual and interim periods beginning after December 15, 2016, using either of the following transition methods: (i) a full retrospective approach reflecting the application of the standard in each prior reporting period with the option to elect certain practical expedients, or (ii) a modified retrospective approach with the cumulative effect of initially adopting the standard recognized at the date of adoption (which includes additional footnote disclosures). We are currently evaluating the impact of the provisions of ASC 606 on our consolidated financial statements and have not yet determined the method by which we will adopt the standard in 2017.

## **Summary of Significant Accounting Policies**

### *Cash and Cash Equivalents*

The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash or cash equivalents.

### *Concentrations of Credit Risk*

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and cash equivalents, short- and long-term investments and accounts receivable. The Company maintains cash and cash equivalents and short- and long-term investments with various financial institutions. Amounts held are above the federally insured limit.

The Company's sales are primarily to companies located in the United States, Europe and Asia. The Company performs periodic credit evaluations of its customers' financial condition and does not require collateral. Accounts receivable are due principally from large U.S., European and Asia Pacific companies under stated contract terms. Accounts receivable, net as of December 31, 2014 for the Americas, EMEA, and APAC companies were \$69.2 million, \$13.5 million, and \$4.1 million, respectively. Accounts receivable, net as of December 31, 2013 for the Americas, EMEA, and APAC companies were \$57.0 million, \$9.9 million, and \$4.2 million, respectively. The Company's top five customers in aggregate accounted for 10%, 11%, and 12% of total revenue recognized for each of the years ended December 31, 2014, 2013, and 2012, respectively. No single customer accounted for more than 10% of revenue in the years ended December 31, 2014, 2013, and 2012 or for more than 10% of accounts receivable as of December 31, 2014 and 2013.

### *Fair Value Measurement*

The Company measures its investments based on a fair value hierarchy disclosure framework that prioritizes and ranks the level of market price observability used in measuring assets and liabilities at fair value. Market price observability is affected by a number of factors, including the type of asset or liability and their characteristics. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1—Quoted prices in active markets for identical instruments.
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets.
- Level 3—Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The Company's investments are categorized as available-for-sale securities and recorded at fair market value. Investments with maturities of 90 days or less from the date of purchase are classified as cash equivalents; investments with maturities of greater than 90 days from the date of purchase but less than one year are generally classified as short-term investments; and investments with maturities of one year or greater from the date of purchase are generally classified as long-term investments. Unrealized holding gains and losses are reflected as a net amount in a separate component of shareholders' equity until realized. For the purposes of computing realized gains and losses, cost is determined on a specific identification basis.

At December 31, 2014, the Company's cash, cash equivalents, and short-term investments balances were \$76.7 million, \$39.0 million, and \$8.7 million, respectively. Cash equivalents consist of highly liquid money market funds and certificates of deposit.

Short-term investments consist of certificates of deposit. The Company uses quoted prices from active markets that are classified at Level 1 as a highest level observable input in the disclosure hierarchy framework for all available-for-sale securities. At December 31, 2014, the Company has \$30.4 million in money market funds, which are classified as Level 1 and are included in cash and cash equivalents on the Consolidated Balance Sheet. The Company has no long-term investments or investments classified as Level 2 or Level 3.

#### *Use of Estimates*

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Significant estimates include the allowance for doubtful accounts, which is based upon an evaluation of historical amounts written-off, the customers' ability to pay, and general economic conditions; self-insurance accruals; impairment of goodwill; stock based compensation, which is based on the number of awards ultimately expected to vest; and the Company's effective income tax rate (including the impact of unrecognized tax benefits) and deferred tax assets, which are based upon the Company's expectations of future taxable income, allowable deductions, and projected tax credits. Actual results will differ from these estimates.

#### *Fair Value of Financial Instruments*

The carrying values of cash and cash equivalents, accounts receivable, accounts payable, and other financial instruments included in the accompanying Consolidated Balance Sheets approximate their fair values principally due to the short-term maturities of these instruments. Unrealized gains and losses on investments are included as a separate component of "Accumulated other comprehensive loss," net of any related tax effect, in the Consolidated Balance Sheets.

#### *Risks Associated with Single Business Line, Technological Advances, and Foreign Operations*

The Company currently derives a substantial portion of its revenues from sales of its software and related services and hardware. The markets for supply chain execution and supply chain planning solutions are highly competitive, subject to rapid technological change, changing customer needs, frequent new product introductions, and evolving industry standards that may render existing products and services obsolete. As a result, the Company's position in these markets could be eroded rapidly by unforeseen changes in customer requirements for application features, functions, and technologies. The Company's growth and future operating results will depend, in part, upon its ability to enhance existing applications and develop and introduce new applications that meet changing customer requirements that respond to competitive products and that achieve market acceptance. Any factor adversely affecting the markets for supply chain execution and supply chain planning solutions could have an adverse effect on the Company's business, financial condition, results of operations and operating cash flows.

The Company's international business is subject to risks typical of an international business, including, but not limited to, differing economic conditions, changes in political climate, differing tax structures, other regulations and restrictions, and foreign exchange rate volatility. In addition, we have a large development center in Bangalore, India, that does not have a natural in-market revenue hedge to mitigate currency risk to our operating expense in India. Fluctuations in the value of other currencies, particularly the Indian rupee, could significantly affect our revenues, expenses, operating profit and net income. The Company recognized a foreign exchange loss of \$0.4 million in 2014, a foreign exchange rate gain of \$0.7 million in 2013, and a foreign exchange rate loss of \$0.1 million in 2012. Foreign exchange rate transaction gains and losses are classified in "Other (loss) income, net" on the Consolidated Statements of Income.

#### *Revenue Recognition*

The Company's revenue consists of fees from the licensing and hosting of software (collectively included in "Software license" revenue in the Consolidated Statements of Income), fees from implementation and training services (collectively, "professional services") and customer support services and software enhancements (collectively with professional services revenue included in "Services" revenue in the Consolidated Statements of Income), and sales of hardware and other revenue, which consists of reimbursements of out-of-pocket expenses incurred in connection with our professional services (collectively included in "Hardware and other" revenue in the Consolidated Statements of Income). All revenue is recognized net of any related sales taxes.

The Company recognizes license revenue when the following criteria are met: (1) a signed contract is obtained covering all elements of the arrangement, (2) delivery of the product has occurred, (3) the license fee is fixed or determinable, and (4) collection is probable. Revenue recognition for software with multiple-element arrangements requires recognition of revenue using the “residual method” when (a) there is vendor-specific objective evidence (VSOE) of the fair values of all undelivered elements in a multiple-element arrangement that is not accounted for using long-term contract accounting, (b) VSOE of fair value does not exist for one or more of the delivered elements in the arrangement, and (c) all other applicable revenue-recognition criteria for software revenue recognition are satisfied. For those contracts that contain significant customization or modifications, license revenue is recognized using contract accounting.

The Company allocates revenue to customer support services and software enhancements and any other undelivered elements of the arrangement based on VSOE of fair value of each element, and such amounts are deferred until the applicable delivery criteria and other revenue recognition criteria have been met. The balance of the revenue, net of any discounts inherent in the arrangement, is recognized at the outset of the arrangement using the residual method as the product licenses are delivered. If the Company cannot objectively determine the fair value of each undelivered element based on the VSOE of fair value, the Company defers revenue recognition until all elements are delivered, all services have been performed, or until fair value can be objectively determined. The Company must apply judgment in determining all elements of the arrangement and in determining the VSOE of fair value for each element, considering the price charged for each product on a stand-alone basis or applicable renewal rates. For arrangements that include future software functionality deliverables, the Company accounts for these deliverables as a separate element of the arrangement. Because the Company does not sell these deliverables on a standalone basis, the Company is not able to establish VSOE of fair value of these deliverables. As a result, the Company defers all revenue under the arrangement until the future functionality has been delivered to the customer.

Payment terms for the Company’s software licenses vary. Each contract is evaluated individually to determine whether the fees in the contract are fixed or determinable and whether collectability is probable. Judgment is required in assessing the probability of collection, which is generally based on evaluation of customer-specific information, historical collection experience, and economic market conditions. If market conditions decline, or if the financial conditions of customers deteriorate, the Company may be unable to determine that collectability is probable, and the Company could be required to defer the recognition of revenue until the Company receives customer payments. The Company has an established history of collecting under the terms of its software license contracts without providing refunds or concessions to its customers. Therefore, the Company has determined that the presence of payment terms that extend beyond contract execution in a particular contract do not preclude the conclusion that the fees in the contract are fixed or determinable. Although infrequent, when payment terms in a contract extend beyond our standard terms or twelve months, the Company has determined that such fees are not fixed or determinable and recognizes revenue as payments become due provided that all other conditions for revenue recognition have been met.

The Company’s services revenue consists of fees generated from professional services and customer support and software enhancements related to the Company’s software products. Professional services include system planning, design, configuration, testing, and other software implementation support, and are not typically essential to the functionality of the software. Fees from professional services performed by the Company are separately priced and are generally billed on an hourly basis, and revenue is recognized as the services are performed. In certain situations, professional services are rendered under agreements in which billings are limited to contractual maximums or based upon a fixed fee for portions of or all of the engagement. Revenue related to fixed-fee-based contracts is recognized on a proportional performance basis based on the hours incurred on discrete projects within an overall services arrangement. The Company has determined that output measures, or services delivered, approximate the input measures associated with fixed-fee services arrangements. Project losses are provided for in their entirety in the period in which they become known. Revenue related to customer support services and software enhancements is generally paid in advance and recognized ratably over the term of the agreement, typically twelve months.

Hardware and other revenue is generated from the resale of a variety of hardware products, developed and manufactured by third parties, that are integrated with and complementary to the Company’s software solutions. As part of a complete solution, the Company’s customers periodically purchase hardware from the Company for use with the software licenses purchased from the Company. These products include computer hardware, radio frequency terminal networks, radio frequency identification (RFID) chip readers, bar code printers and scanners, and other peripherals. Hardware revenue is recognized upon shipment to the customer when title passes. The Company generally purchases hardware from the Company’s vendors only after receiving an order from a customer. As a result, the Company generally does not maintain hardware inventory.

In accordance with the other presentation matters within the Revenue Recognition Topic of the Financial Accounting Standards Board’s (FASB) Accounting Standards Codification (ASC), the Company recognizes amounts associated with reimbursements from customers for out-of-pocket expenses as revenue. Such amounts have been included in “Hardware and other” revenue in the Consolidated Statements of Income. The total amount of expense reimbursement recorded to revenue was \$18.9 million, \$15.3 million, and \$12.6 million for 2014, 2013, and 2012, respectively.

### *Deferred Revenue*

Deferred revenue represents amounts collected prior to having completed performance of professional services, customer support services and software enhancements, and significant remaining obligations under license agreements. The Company generally expects to complete such services or obligations within the next twelve months.

### *Returns and Allowances*

The Company has not experienced significant returns or warranty claims to date and, as a result, has not recorded a provision for the cost of returns and product warranty claims at December 31, 2014 or 2013.

The Company records an allowance for doubtful accounts based on the historical experience of write-offs and a detailed assessment of accounts receivable. Additions to the allowance for doubtful accounts generally represent a sales allowance on services revenue, which are recorded to operations as a reduction to services revenue. The total amounts charged to operations were \$4.8 million, \$2.9 million, and \$4.3 million for 2014, 2013, and 2012, respectively. In estimating the allowance for doubtful accounts, management considers the age of the accounts receivable, the Company's historical write-offs, and the creditworthiness of the customer, among other factors. Should any of these factors change, the estimates made by management will also change accordingly, which could affect the level of the Company's future allowances. Uncollectible accounts are written off when it is determined that the specific balance is not collectible.

### *Property and Equipment*

Property and equipment is recorded at cost and consists of furniture, computers, other office equipment, internal use software, and leasehold improvements. The Company depreciates the cost of furniture, computers, other office equipment, and internal use software on a straight-line basis over their estimated useful lives (three to five years for computer software, five years for office equipment, seven years for furniture and fixtures). Leasehold improvements are depreciated over the lesser of their useful lives or the term of the lease. Depreciation and amortization expense for property and equipment for the years ended December 31, 2014, 2013, and 2012 was approximately \$6.4 million, \$5.8 million, and \$5.6 million, respectively, and was included in "Depreciation and amortization" in the Consolidated Statements of Income.

Property and equipment, at cost, consist of the following (in thousands):

	December 31,	
	2014	2013
Office equipment	\$ 32,916	\$ 29,767
Computer software	17,351	16,485
Furniture and fixtures	3,022	2,707
Leasehold improvement	15,191	15,313
Property, plan and equipment, gross	68,480	64,272
Less accumulated depreciation and amortization	(51,215)	(49,930)
Property, plan and equipment, net	\$ 17,265	\$ 14,342

### *Software Development Costs*

Research and development expenses are charged to expense as incurred. For the years ended December 31, 2014, 2013, and 2012, the Company did not capitalize any internal research and development costs because the costs incurred between the attainment of technological feasibility for the related software product through the date when the product was available for general release to customers have been insignificant.

The Company determines the amount of development costs capitalizable under the provisions of FASB Codification accounting for costs of computer software to be sold, leased, or marketed. Under this guidance, computer software development costs are charged to R&D expense until technological feasibility is established, after which remaining software production costs are capitalized. The Company has defined technological feasibility as the point in time at which the Company has a detailed program design or a working model of the related product, depending on the type of development efforts, and high-risk development issues have been resolved through end-to-end system testing.

### *Impairment of Long-Lived Assets*

The Company reviews the values assigned to long-lived assets, including property and certain intangible assets, to determine whether events and circumstances have occurred which indicate that the remaining estimated useful lives may warrant revision or that the remaining balances may not be recoverable. In such reviews, undiscounted cash flows associated with these assets are compared with their carrying value to determine if a write-down to fair value is required. During 2014, 2013, and 2012, the Company did not recognize any impairment charges associated with its long-lived or intangible assets.

The evaluation of asset impairment requires management to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment, and actual results may differ from assumed and estimated amounts.

### *Goodwill and Impairment of Goodwill*

#### Goodwill

Goodwill represents the excess of purchase price over fair value of net identified tangible and intangible assets and liabilities acquired. The Company does not amortize goodwill, but instead tests goodwill for impairment on at least an annual basis. Goodwill was \$62.3 million at the end of each year ended December 31, 2014 and 2013. Approximately \$36.0 million of the gross Goodwill balance is deductible for income tax purposes. To date, there have been no goodwill impairments.

#### Impairment of Goodwill

The Company evaluates the carrying value of goodwill annually as of December 31 and between annual evaluations if events occur or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. Such circumstances could include, but are not limited to, (1) a significant adverse change in legal factors or in business climate, (2) unanticipated competition, or (3) an adverse action or assessment by a regulator.

The Company applied the simplified goodwill impairment test for the fiscal year ended December 31, 2014, that permits companies to perform a qualitative assessment based on economic, industry and company-specific factors as the initial step in the annual goodwill impairment test for all or selected reporting units. Based on the results of the qualitative assessment, companies are only required to perform Step 1 of the annual impairment test for a reporting unit if the company concludes that it is not more likely than not that the unit's fair value is less than its carrying amount. To the extent the Company concludes it is more likely than not that a reporting unit's estimated fair value is less than its carrying amount, the two-step approach is applied. The first step would require a comparison of each reporting unit's fair value to the respective carrying value. If the carrying value exceeds the fair value, a second step is performed to measure the amount of impairment loss, if any. The Company did not identify any macroeconomic or industry conditions as of December 31, 2014, that would indicate the fair value of the reporting units were more likely than not to be less than their respective carrying values. If circumstances change or events occur to indicate it is more likely than not that the fair value of any reporting units have fallen below their carrying value, the Company would test such reporting unit for impairment. The Company performed its periodic review of its goodwill for impairment as of December 31, 2014, and 2013, and did not identify any impairment as a result of the review.

### *Guarantees and Indemnities*

The Company accounts for guarantees in accordance with the guarantee accounting topic in the FASB Codification. Our customer contracts generally contain infringement indemnity provisions. Under those provisions, we generally agree, subject to certain exceptions, to indemnify, defend, and hold harmless the customer in connection with third party claims against the customer alleging that the customer's use of our software products in compliance with their license infringe the third party's patent, copyright, or other intellectual property rights. Conditions to our obligations generally include that we are provided the right to control the defense of the claims and, in general, to control settlement negotiations. Those provisions generally provide also that, if the customer is prevented from using our software because of a third party infringement claim, our sole obligation (in addition to the indemnification, defense, and hold harmless obligation referred to above) is to, at our expense, (i) procure for the customer the right to continue to use the software, (ii) to replace or modify the product so that its use by the customer does not infringe, or, if either of the foregoing are not reasonably feasible, to terminate the customer contract and provide a refund of the unamortized portion of the customer's license fee (based on a five year amortization period). Our customer contracts sometimes also require us to indemnify, defend, and hold harmless the customer in connection with death, personal injury, or property damage claims made by third parties with respect to actions of our personnel or contractors. The indemnity obligations contained in our customer contracts generally have no specified expiration date and no specified monetary limitation on liability. We have not previously incurred costs to settle claims or pay awards under these indemnification obligations. We account for these indemnity obligations in accordance with FASB guidance on accounting for contingencies, and record a liability for these obligations when a loss is probable and reasonably estimable. We have not recorded any liabilities for these contracts as of December 31, 2014, or 2013.

In general, in our customer contracts, the Company warrants to its customers that its software products will perform in all material respects in accordance with the standard published specifications in effect at the time of delivery of the licensed products to the customer for six months after first use of the licensed products, but no more than 24 months after execution of the license agreement. Additionally, the Company warrants to its customers that services will be performed consistent with generally accepted industry standards or specific service levels through completion of the agreed upon services. If necessary, the Company will provide for the estimated cost of product and service warranties based on specific warranty claims and claim history. However, the Company has not incurred significant recurring expense under product or service warranties. As a result, the Company believes the estimated fair value of these agreements is nominal. Accordingly, the Company has no liabilities recorded for these agreements as of December 31, 2014, and 2013.

#### *Segment Information*

The Company has three reporting segments: Americas, EMEA, and APAC as defined by FASB Codification topic for segment reporting. See Note 7 for discussion of the Company's reporting segments.

#### *Advertising Costs*

Advertising costs are expensed as incurred and totaled approximately \$168,000, \$154,000, and \$95,000 in 2014, 2013, and 2012, respectively. Advertising costs are included in "Sales and marketing" in the Consolidated Statements of Income.

#### *Basic and Diluted Net Income Per Share*

Basic net income per share is computed using net income divided by the weighted average number of shares of common stock outstanding ("Weighted Shares") for the period presented.

Diluted net income per share is computed using net income divided by Weighted Shares and the treasury stock method effect of common equivalent shares ("CESs") outstanding for each period presented. The following is a reconciliation of the shares used in the computation of net income per share for the years ended December 31, 2014, 2013, and 2012 (in thousands, except per share data – stock split adjusted):

	<b>Year Ended December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
	(in thousands, except per share data)		
Net income	\$ 82,000	\$ 67,296	\$ 51,853
<b>Earnings per share:</b>			
Basic	\$ 1.09	\$ 0.88	\$ 0.66
Effect of CESs	(0.01)	(0.02)	(0.02)
Diluted	\$ 1.08	\$ 0.86	\$ 0.64
<b>Weighted average number of shares:</b>			
Basic	74,995	76,664	78,640
Effect of CESs	846	1,268	2,444
Diluted	75,841	77,932	81,084

There were no anti-dilutive CESs in 2014, 2013 and 2012. See Note 2 for further information on those securities.

#### *Accumulated Other Comprehensive Income*

Comprehensive income includes net income, foreign currency translation adjustments, and unrealized gains and losses on investments that are excluded from net income and reflected in shareholders' equity. The entire accumulated other comprehensive income balance as of December 31, 2014 and 2013 represents foreign currency translation adjustments.

## 2. Equity-Based Compensation

### Equity Based Compensation Plans

As discussed in Note 1, on December 19, 2013, the Board of Directors of the Company approved a four-for-one stock split of the Company's common stock, effected in the form of a stock dividend. All references to stock award data have been restated to reflect the effect of the stock split for all periods presented.

In May 2007, the Manhattan Associates, Inc. 2007 Stock Incentive Plan (the "2007 Plan") was approved by the shareholders of the Company and subsequently amended in May 2009 and May 2011. The 2007 Plan provides for the grant of stock options, restricted stock, restricted stock units, and stock appreciation rights. Vesting conditions can be service-based or performance-based, or a combination of both.

As amended, a maximum of 30,000,000 shares are available for grant under the 2007 Plan. Each stock option or stock appreciation right granted is counted against the maximum share limitation as one share, and each share of restricted stock or restricted stock unit granted (including those that are service based or performance based) counts against the maximum share limitation as two shares. Options and stock appreciation rights cannot have a term exceeding seven years. As of December 31, 2014, there were 12,936,372 shares available for issuance under the amended 2007 Plan. The 2007 Plan is administered by the Compensation Committee of the Board of Directors. The committee has the authority to interpret the provisions thereof.

The restricted stock awards contain vesting provisions that are 50% service based and 50% performance based for employee awards and 100% service based for non-employee members of the Board of Directors ("Outside Directors"). The employee awards have a four year vesting period, with the performance portion tied to annual revenue and earnings per share targets. The awards to Outside Directors have a one year vesting period. The Company recognizes compensation cost for service-based restricted awards with graded vesting on a straight-line basis over the entire vesting period, with the amount of compensation cost recognized at any date at least equal to the portion of the grant-date value of the award that is vested at that date. For its performance-based restricted stock awards with graded vesting, the Company recognizes compensation cost on an accelerated basis applying straight-line expensing for each separately vesting portion of each award.

In January 2012, in order to simplify equity grant administration, the Company changed its practice of granting restricted stock in favor of granting restricted stock *units*, or RSUs, which convert to the Company's common stock upon vesting. There is no material difference between the grant of restricted stock and the grant of RSUs to either the Company or the recipients receiving the grants; however, in contrast to the granting of restricted stock, no stock will actually be issued under the granting of RSUs until the units vest. The Company does not currently grant stock options.

### Stock Option Awards

The Company recorded equity-based compensation related to stock options granted prior to 2011 of \$0.2 million and \$0.6 million during the years ended December 31, 2013 and 2012, respectively. No amounts were recorded for equity-based compensation expense related to stock options during the year ended December 31, 2014 as all stock options vested prior to 2014. The Company does not currently grant stock options. A summary of changes in outstanding options for the year ended December 31, 2014 is as follows:

	<b>Number of Shares</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Remaining Contractual Term</b>	<b>Aggregate Intrinsic Value (in thousands)</b>
Outstanding at January 1, 2014	444,420	\$ 5.23		
Exercised	(286,456)	\$ 5.48		
Forfeited and expired	(4,200)	\$ 4.63		
Outstanding at December 31, 2014	<u>153,764</u>	\$ 4.78	1.2	\$ 5,526
Vested or expected to vest at December 31, 2014	153,764	\$ 4.78	1.2	\$ 5,526
Exercisable at December 31, 2014	153,764	\$ 4.78	1.2	\$ 5,526

No stock options were granted in 2012, 2013 or 2014.

As of December 31, 2014, there is no unrecognized compensation cost related to unvested stock option awards. The total intrinsic value of options exercised during the years ended December 31, 2014, 2013, and 2012 based on market value at the exercise dates was \$8.9 million, \$13.9 million, and \$31.2 million, respectively.

### Restricted Stock and RSU Awards

A summary of changes in unvested shares/units of restricted stock for the year ended December 31, 2014 are as follows:

	<b>Number of Shares/Units</b>	<b>Grant Date Fair Value</b>
Outstanding at January 1, 2014	1,777,384	\$ 11.74
Granted	392,386	32.43
Vested	(733,094)	9.98
Forfeited	(90,614)	16.31
Outstanding at December 31, 2014	<u>1,346,062</u>	<u>\$ 18.43</u>

The Company recorded equity-based compensation related to restricted stock and RSUs of \$9.7 million, \$7.1 million, and \$7.7 million during the years ended December 31, 2014, 2013, and 2012, respectively. The total fair value of restricted stock awards vested during the years ended December 31, 2014, 2013, and 2012, based on market value at the vesting dates was \$23.9 million, \$26.8 million, and \$15.2 million, respectively. As of December 31, 2014, unrecognized compensation cost related to unvested restricted stock awards totaled \$12.9 million and is expected to be recognized over a weighted average period of approximately 2.4 years.

Included in the RSU grants for the year ended December 31, 2014, are 148,916 units that have performance-based vesting criteria. As noted above, the performance criteria are tied to the Company's 2014 financial performance. As of December 31, 2014, the performance criteria for the fiscal year were met and the associated equity-based compensation expense has been recognized for the portion of the award attributable to 2014 services.

### 3. Income Taxes

The Company is subject to future federal, state, and foreign income taxes and has recorded net deferred tax assets on the Consolidated Balance Sheets at December 31, 2014 and 2013. Deferred tax assets and liabilities are determined based on the difference between the financial accounting and tax bases of assets and liabilities. Significant components of the Company's deferred tax assets and liabilities as of December 31, 2014 and 2013 are as follows (in thousands):

	<b>December 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Deferred tax assets:</b>		
Accounts receivable	\$ 1,308	\$ 1,010
Accrued liabilities	8,481	5,780
Equity-based compensation	3,471	2,948
Capitalized costs	1,428	2,106
Accrued sales taxes	181	181
Deferred rent	2,238	2,140
State tax credits	3,848	4,018
Foreign subsidiary net operating losses	1,094	1,770
Tax credits - foreign	-	210
Valuation allowance	(5,071)	(6,188)
Other	449	560
	<u>\$ 17,427</u>	<u>\$ 14,535</u>
<b>Deferred tax liabilities:</b>		
Intangible assets	9,264	7,806
Depreciation	1,953	2,178
	<u>11,217</u>	<u>9,984</u>
Net deferred tax assets	<u>\$ 6,210</u>	<u>\$ 4,551</u>

The components of income from domestic and foreign operations before income tax expense for the years ended December 31, 2014, 2013, and 2012, are as follows (in thousands):

	<b>Year Ended December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
Domestic	\$ 118,448	\$ 94,336	\$ 75,731
Foreign	9,550	8,773	5,307
Total	<u>\$ 127,998</u>	<u>\$ 103,109</u>	<u>\$ 81,038</u>

The components of the income tax provision for the years ended December 31, 2014, 2013, and 2012, are as follows (in thousands):

	<b>Year Ended December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
<b>Current:</b>			
Federal	\$ 37,076	\$ 25,682	\$ 20,150
State	5,593	3,292	1,835
Foreign	5,034	3,674	1,702
	<u>47,703</u>	<u>32,648</u>	<u>23,687</u>
<b>Deferred:</b>			
Federal	(1,490)	2,877	4,670
State	(375)	(341)	232
Foreign	160	629	596
	<u>(1,705)</u>	<u>3,165</u>	<u>5,498</u>
Total	<u>\$ 45,998</u>	<u>\$ 35,813</u>	<u>\$ 29,185</u>

The income tax benefits related to the exercise of stock options were approximately \$3.1 million, \$4.8 million, and \$11.0 million for the years ended December 31, 2014, 2013, and 2012, respectively.

As a result of losses in foreign locations, the Company has net operating loss carry-forwards (“NOLs”) of approximately \$3.9 million available to offset future income. Approximately \$3.4 million of the NOLs expire in 2015 to 2020, and the remainder does not expire. The Company has established a valuation allowance for substantially all of these NOLs because the ability to utilize them is not more likely than not.

The Company has tax credit carry-forwards of approximately \$5.9 million available to offset future state tax. These tax credit carry-forwards expire in 2017 to 2024. These credits represent a deferred tax asset of \$3.8 million after consideration of the federal benefit of state tax deductions. A valuation allowance of \$2.7 million has been established for these credits because the ability to use them is not more likely than not.

Deferred taxes are not provided for temporary differences of approximately \$35.7 million, \$31.4 million, and \$29.5 million as of December 31, 2014, 2013, and 2012, respectively, representing earnings of non-U.S. subsidiaries that are intended to be permanently reinvested. Those earnings are considered to be indefinitely reinvested; accordingly, no provision for U.S. federal and state income taxes has been provided thereon. Upon repatriation of those earnings, in the form of dividends or otherwise, the Company would be subject to both U.S. income taxes (subject to adjustment for foreign tax credits) and withholding taxes payable to various foreign countries. It is impractical to calculate the tax impact until such repatriation occurs.

The following is a summary of the items that cause recorded income taxes to differ from taxes computed using the statutory federal income tax rate for the years ended December 31, 2014, 2013, and 2012:

	Year Ended December 31,		
	2014	2013	2012
Statutory federal income tax rate	35.0%	35.0%	35.0%
Effect of:			
State income tax, net of federal benefit	2.7	2.0	1.8
State credit carryforwards	0.1	(0.9)	(0.1)
U.S. federal R&D tax credit	(0.9)	(2.0)	-
Foreign operations	(0.4)	(0.4)	-
Tax exempt income	-	-	-
Tax contingencies	(0.4)	1.2	-
Other permanent differences	0.1	(0.5)	(0.7)
Change in valuation allowance	(0.3)	0.3	-
Income taxes	<u>35.9%</u>	<u>34.7%</u>	<u>36.0%</u>

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows for the years ended December 31, 2014, 2013, and 2012 (in thousands):

	December 31,		
	2014	2013	2012
Unrecognized tax benefits at January 1,	\$ (5,122)	\$ (3,375)	\$ (3,466)
Gross amount of increases in unrecognized tax benefits as a result of tax positions taken during a prior period	(18)	(804)	(94)
Gross amount of decreases in unrecognized tax benefits as a result of tax positions taken during a prior period	508	61	87
Gross amount of increases in unrecognized tax benefits as a result of tax positions taken during the current period	(481)	(1,460)	(142)
Amounts of decreases in the unrecognized tax benefits relating to settlements with taxing authorities	-	-	-
Reductions to unrecognized tax benefits as a result of a lapse of the applicable statute of limitations	658	456	240
Unrecognized tax benefits at December 31,	<u>\$ (4,455)</u>	<u>\$ (5,122)</u>	<u>\$ (3,375)</u>

The Company's unrecognized tax benefits totaled \$4.5 million and \$5.1 million as of December 31, 2014 and 2013, respectively. Included in these amounts are unrecognized tax benefits totaling \$2.8 million and \$3.1 million as of December 31, 2014 and 2013, respectively, which, if recognized, would affect the effective tax rate.

The Company recognizes potential accrued interest and penalties related to unrecognized tax benefits within its global operations in income tax expense. For the years ended December 31, 2014, 2013, and 2012, the Company recognized \$0.1 million, \$0.2 million, and \$0.2 million, respectively, of expense for the potential payment of interest and penalties. Accrued interest and penalties were \$0.8 million and \$0.7 million for the years ended December 31, 2014, and 2013. The Company conducts business globally and, as a result, files income tax returns in the United States federal jurisdiction and in many state and foreign jurisdictions. The Company is generally no longer subject to U.S. federal, state, and local, or non-US income tax examinations for the years before 2010. Due to the expiration of statutes of limitations in multiple jurisdictions globally during 2015, the Company anticipates it is reasonably possible that unrecognized tax benefits may decrease by \$0.1 million.

#### 4. Shareholders' Equity

During 2014, 2013, and 2012, the Company purchased 2,620,118, 2,831,520, and 7,779,312 shares of the Company's common stock for approximately \$91.1 million, \$59.2 million, and \$99.7 million, respectively, through open market transactions as part of a publicly-announced share repurchase program. In January 2015, the Board of Directors increased the remaining share repurchase authority to \$50 million.

## 5. Commitments and Contingencies

### Leases

Rents charged to expense were approximately \$6.3 million, \$5.9 million, and \$5.8 million for the years ended December 31, 2014, 2013, and 2012, respectively. In August 2012, the Company amended its Atlanta headquarters lease to obtain additional space and received reimbursement of \$0.2 million from the landlord for leasehold improvements as part of the agreement. The entire cash rent obligation is being amortized to expense on a straight line basis over the lease term.

Aggregate future minimum lease payments under noncancellable operating leases as of December 31, 2014 are as follows (in thousands):

<b>Year Ending December 31,</b>	
2015	\$ 5,769
2016	5,942
2017	6,154
2018	5,502
2019	4,743
Thereafter	26,167
<b>Total minimum payments required</b>	<b>\$ 54,277</b>

There are no future minimum lease payments under capital leases as of December 31, 2014.

### Legal and Other Matters

From time to time, the Company may be involved in litigation relating to claims arising out of its ordinary course of business, and occasionally legal proceeding not in the ordinary course. Many of the Company's installations involve products that are critical to the operations of its clients' businesses. Any failure in a Company product could result in a claim for substantial damages against the Company, regardless of the Company's responsibility for such failure. Although the Company attempts to limit contractually its liability for damages arising from product failures or negligent acts or omissions, there can be no assurance that the limitations of liability set forth in its contracts will be enforceable in all instances. The Company is not currently a party to any ordinary course legal proceeding or other legal proceedings the result of which it believes is likely to have a material adverse impact upon its business, financial position, results of operations, or cash flows. The Company expenses legal costs associated with loss contingencies as such legal costs are incurred.

## 6. Employee Benefit Plan

The Company sponsors the Manhattan Associates 401(k) Plan and Trust (the "401(k) Plan"), a qualified profit sharing plan with a 401(k) feature covering substantially all employees of the Company. Under the 401(k) Plan's deferred compensation arrangement, eligible employees who elect to participate in the 401(k) Plan may contribute up to 60% of eligible compensation up to \$17,500, as defined, to the 401(k) Plan. The Internal Revenue Service raised the eligible compensation limit to \$260,000 for 2014. Since 2012, the Company has provided a 50% matching contribution up to 6% of eligible compensation being contributed after the participant's first year of employment. During the years ended December 31, 2014, 2013 and 2012, the Company made matching contributions to the 401(k) Plan of \$3.1 million, \$2.7 million, and \$2.4 million, respectively.

## 7. Reporting Segments

The Company manages the business by three geographic reportable segments: the Americas, EMEA, and APAC. All segments derive revenue from the sale and implementation of the Company's supply chain execution and planning solutions. The individual products sold by the segments are similar in nature and are all designed to help companies manage the effectiveness and efficiency of their supply chain. The Company uses the same accounting policies for each reporting segment. The chief executive officer and chief financial officer evaluate performance based on revenue and operating results for each region.

The Americas segment charges royalty fees to the other segments based on software licenses sold by those reporting segments. The royalties, which totaled \$3.0 million, \$3.2 million, and \$2.9 million in 2014, 2013, and 2012, respectively, are included in cost of revenue for each segment with a corresponding reduction in America's cost of revenue. The revenues represented below are from

external customers only. The geographical-based costs consist of costs of professional services personnel, direct sales and marketing expenses, cost of infrastructure to support the employees and customer base, billing and financial systems, management and general and administrative support. There are certain corporate expenses included in the Americas region that are not charged to the other segments, including research and development, certain marketing and general and administrative costs that support the global organization, and the amortization of acquired developed technology. Included in the Americas' costs are all research and development costs including the costs associated with the Company's India operations.

Amortization expense on intangible assets in 2014, 2013 and 2012 was immaterial.

In accordance with the segment reporting topic of the FASB Codification, the Company has included a summary of financial information by reportable segment. The following table presents the revenues, expenses, and operating income by reportable segment for the years ended December 31, 2014, 2013, and 2012 (in thousands):

	Year Ended December 31,							
	2014				2013			
	Americas	EMEA	APAC	Consolidated	Americas	EMEA	APAC	Consolidated
<b>Revenue:</b>								
Software license	\$ 59,502	\$ 7,505	\$ 4,576	\$ 71,583	\$ 49,574	\$ 7,858	\$ 4,984	\$ 62,416
Services	301,025	51,440	23,558	376,023	254,934	41,020	19,947	315,901
Hardware and other	41,437	1,910	1,151	44,498	33,836	1,536	829	36,201
Total revenue	401,964	60,855	29,285	492,104	338,344	50,414	25,760	414,518
<b>Costs and Expenses:</b>								
Cost of revenue	167,631	30,694	14,253	212,578	142,006	26,111	13,034	181,151
Operating expenses	126,570	14,557	4,898	146,025	107,639	13,707	4,909	126,255
Depreciation and amortization	5,827	291	259	6,377	5,248	308	269	5,825
Total costs and expenses	300,028	45,542	19,410	364,980	254,893	40,126	18,212	313,231
Operating income	\$ 101,936	\$ 15,313	\$ 9,875	\$ 127,124	\$ 83,451	\$ 10,288	\$ 7,548	\$ 101,287

	Year Ended December 31, 2012			
	Americas	EMEA	APAC	Consolidated
<b>Revenue:</b>				
Software license	\$ 50,036	\$ 9,569	\$ 1,889	\$ 61,494
Services	228,673	36,167	19,032	283,872
Hardware and other	28,883	1,402	597	30,882
Total revenue	307,592	47,138	21,518	376,248
<b>Costs and Expenses:</b>				
Cost of revenue	126,342	23,998	11,397	161,737
Operating expenses	110,575	13,153	5,072	128,800
Depreciation and amortization	5,158	262	218	5,638
Total costs and expenses	242,075	37,413	16,687	296,175
Operating income	\$ 65,517	\$ 9,725	\$ 4,831	\$ 80,073

The following table presents the goodwill, long-lived assets, and total assets by reporting segment as of December 31, 2014 and 2013 (in thousands):

	As of December 31, 2014				As of December 31, 2013			
	Americas	EMEA	APAC	Consolidated	Americas	EMEA	APAC	Consolidated
Goodwill, net	\$ 54,766	\$ 5,521	\$ 1,963	\$ 62,250	\$ 54,766	\$ 5,543	\$ 1,963	\$ 62,272
Long lived assets	22,411	2,467	911	25,789	14,885	752	754	16,391
Total assets	284,304	24,117	9,749	318,170	267,778	20,556	9,494	297,828

For the years ended December 31, 2014, 2013, and 2012, we derived revenue from sales to customers outside the United State of approximately \$134.6 million, \$110.8 million, and \$104.4 million, respectively. Our remaining revenue was derived from domestic sales.

License revenues related to our warehouse and non-warehouse product groups for the years ended December 31, 2014, 2013, and 2012, are as follows (in thousands):

	Year Ended December 31,		
	2014	2013	2012
Warehouse	\$ 40,084	\$ 39,409	\$ 40,068
Non-Warehouse	31,499	23,007	21,426
Total software license revenue	\$ 71,583	\$ 62,416	\$ 61,494

Our services revenue consists of fees generated from professional services, customer support services and software enhancements related to our software products for the years ended December 31, 2014, 2013, and 2012, are as follows (in thousands):

	Year Ended December 31,		
	2014	2013	2012
Professional services	\$ 260,058	\$ 210,823	\$ 185,242
Customer support and software enhancements	115,965	105,078	98,630
Total services revenue	\$ 376,023	\$ 315,901	\$ 283,872

## 8. Acquisition

On August 11, 2014, the Company acquired substantially all of the assets of Global Bay Mobile Technologies, Inc. for approximately \$2.8 million to extend our market leading omni-channel Inventory and Order Management solutions by enabling in store sales and clienteling capabilities. The purchase price does not represent a material amount to the Company's consolidated financial position or results of operations. The entire purchase price was allocated to acquired intangible assets.

## 9. Subsequent Events

The Company evaluated all subsequent events that occurred after the date of the accompanying financial statements and determined that there were no events or transactions during this subsequent event reporting period which require recognition or disclosure in the Company's financial statements.

## 10. Quarterly Results of Operations (Unaudited)

Following is the quarterly results of operations of the Company for the years ended December 31, 2014 and 2013. The unaudited quarterly results have been prepared on substantially the same basis as the audited Consolidated Financial Statements. As discussed in Note 1, on December 19, 2013, the Board of Directors of the Company approved a four-for-one stock split of the Company's Common Stock, effected in the form of a stock dividend. All references made to share or per share amounts have been restated to reflect the effect of the stock split.

	Quarter Ended							
	March 31, 2013	June 30, 2013	Sep 30, 2013	Dec 31, 2013	March 31, 2014	June 30, 2014	Sep 30, 2014	Dec 31, 2014
	(In thousands, except per share data)							
<b>Statements of Income Data:</b>								
Revenue:								
Software license	\$ 14,245	\$ 16,136	\$ 14,768	\$ 17,267	\$ 17,107	\$ 17,989	\$ 16,945	\$ 19,542
Services	74,887	78,203	85,025	77,786	86,913	93,519	98,518	97,073
Hardware and other	7,469	8,177	8,009	12,546	9,543	11,022	10,145	13,788
Total revenue	96,601	102,516	107,802	107,599	113,563	122,530	125,608	130,403
Costs and expenses:								
Cost of license	1,778	1,937	2,445	2,564	1,613	1,848	1,679	1,970
Cost of services	35,046	35,058	35,835	36,297	38,460	41,457	43,689	45,534
Cost of hardware and other	6,214	7,023	6,812	10,142	7,479	9,265	8,496	11,088
Research and development	11,476	11,032	10,906	11,135	11,803	11,867	12,236	13,047
Sales and marketing	11,434	11,888	9,863	11,374	12,020	12,848	11,476	16,273
General and administrative	9,508	7,932	9,755	9,952	10,649	11,256	10,856	11,694
Depreciation and amortization	1,484	1,459	1,414	1,468	1,488	1,489	1,675	1,725
Total costs and expenses	76,940	76,329	77,030	82,932	83,512	90,030	90,107	101,331
Operating income	19,661	26,187	30,772	24,667	30,051	32,500	35,501	29,072
Other income (loss), net	151	1,243	546	(118)	(233)	312	(55)	850
Income before income taxes	19,812	27,430	31,318	24,549	29,818	32,812	35,446	29,922
Income tax provision	6,457	10,023	11,630	7,703	11,106	12,218	13,106	9,568
Net income	\$ 13,355	\$ 17,407	\$ 19,688	\$ 16,846	\$ 18,712	\$ 20,594	\$ 22,340	\$ 20,354
Basic earnings per share	\$ 0.17	\$ 0.23	\$ 0.26	\$ 0.22	\$ 0.25	\$ 0.27	\$ 0.30	\$ 0.27
Diluted earnings per share	\$ 0.17	\$ 0.22	\$ 0.25	\$ 0.22	\$ 0.24	\$ 0.27	\$ 0.30	\$ 0.27
Shares used in computing basic earnings per share	77,308	76,888	76,452	76,032	75,817	75,274	74,687	74,223
Shares used in computing diluted earnings per share	78,740	78,036	77,552	77,256	76,795	76,037	75,466	75,034

**Item 9. *Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

**Item 9A. *Controls and Procedures***

**Evaluation of Disclosure Controls and Procedures**

We maintain disclosure controls and procedures designed to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

No system of controls, no matter how well designed and operated, can provide absolute assurance that the objectives of the system of controls are met, and no evaluation of controls can provide absolute assurance that the system of controls has operated effectively in all cases. Our disclosure controls and procedures, however, are designed to provide reasonable assurance that the objectives of disclosure controls and procedures are met.

As of the end of the period covered by this report, our Chief Executive Officer and Chief Financial Officer evaluated, with the participation of management, the effectiveness of our disclosure controls and procedures. Based on the evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective to provide reasonable assurance that the objectives of disclosure controls and procedures are met.

**Management's Report on Internal Control over Financial Reporting**

Management's assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2014, and the report of Ernst & Young LLP on the effectiveness of the Company's internal control over financial reporting are contained on pages 43 and 44 of this report.

**Change in Internal Control over Financial Reporting**

During the fourth quarter of 2014, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting, including any corrective actions with regard to material weaknesses.

**Item 9B. *Other Information***

None.

### PART III

**Item 10. *Directors, Executive Officers and Corporate Governance***

The information required by this item is incorporated by reference from the information contained in our Proxy Statement for the Annual Meeting of Shareholders expected to be filed with the SEC on or prior to April 13, 2015, under the captions “Election of Directors,” “Executive Officers,” “Section 16(a) Beneficial Ownership Reporting Compliance,” “Code of Ethics,” and “Board Committees.”

**Item 11. *Executive Compensation***

The information required by this item is incorporated by reference from the relevant information contained in our Proxy Statement for the Annual Meeting of Shareholders expected to be filed with the SEC on or prior to April 13, 2015, under the captions “Director Compensation,” “Executive Compensation,” “Compensation Committee Interlocks and Insider Participation,” and “Compensation Committee Report.”

**Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters***

The information required by this item is incorporated by reference from the relevant information contained in our Proxy Statement for the Annual Meeting of Shareholders expected to be filed with the SEC on or prior to April 13, 2015, under the caption “Security Ownership of Certain Beneficial Owners and Management.” The information required by this item with respect to the Company’s securities authorized for issuance under equity compensation plans is included in Part II, Item 5 of this Annual Report on Form 10-K and is incorporated by reference herein.

**Item 13. *Certain Relationships and Related Transactions, and Director Independence***

The information required by this item is incorporated by reference from the relevant information contained in our Proxy Statement for the Annual Meeting of Shareholders expected to be filed with the SEC on or prior to April 13, 2015, under the captions “Related Party Transactions” and “Election of Directors.”

**Item 14. *Principal Accountant Fees and Services***

The information required by this item is incorporated by reference from the relevant information contained in our Proxy Statement for the Annual Meeting of Shareholders expected to be filed with the SEC on or prior to April 13, 2015, under the caption “Ratification of Appointment of Independent Registered Public Accounting Firm.”

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules**

(a) 1. *Financial Statements.*

The response to this item is submitted as a separate section of this Form 10-K. See Item 8.

2. *Financial Statement Schedule.*

The following financial statement schedule is filed as a part of this report:

**SCHEDULE II  
MANHATTAN ASSOCIATES, INC. AND SUBSIDIARIES  
VALUATION AND QUALIFYING ACCOUNTS**

<b>Classification:</b>	<b>Balance at Beginning of Period</b>	<b>Additions Charged to Operations</b>	<b>Net Deductions</b>	<b>Balance at End of Period</b>
<b>Allowance for Doubtful Accounts</b>				
For the year ended:				
December 31, 2012	\$ 4,816,000	\$ 4,294,000	\$ 2,875,000	(a) \$ 6,235,000
December 31, 2013	\$ 6,235,000	\$ 2,901,000	\$ 5,980,000	(a) \$ 3,156,000
December 31, 2014	\$ 3,156,000	\$ 4,778,000	\$ 3,770,000	(a) \$ 4,164,000
<b>Deferred Tax Asset Valuation Allowance</b>				
For the year ended:				
December 31, 2012	\$ 6,711,000	\$ -	\$ 746,000	(b) \$ 5,965,000
December 31, 2013	\$ 5,965,000	\$ 223,000	\$ -	\$ 6,188,000
December 31, 2014	\$ 6,188,000	\$ -	\$ 1,117,000	\$ 5,071,000

(a) Represents write-offs of accounts, net of recoveries.

(b) Represents current year releases credited to expenses and current year reductions due to decreases in net deferred tax assets.

All other schedules are omitted because they are not required or the required information is shown in the consolidated financial statements or notes thereto.

3. *Exhibits.*

See (b) below.

(b) The exhibits listed below under "Exhibit Index" are filed with or incorporated by reference in this Report. Where such filing is made by incorporation by reference to a previously filed registration statement or report, such registration statement or report is identified in parentheses.

(c) See Item 15(a)(2).

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

### MANHATTAN ASSOCIATES, INC.

By: /s/ Eddie Capel  
Eddie Capel  
*President, Chief Executive Officer, and Director*

Date: February 5, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John J. Huntz, Jr.</u> John J. Huntz, Jr.	Chairman of the Board	February 5, 2015
<u>/s/ Eddie Capel</u> Eddie Capel	President, Chief Executive Officer, and Director (Principal Executive Officer)	February 5, 2015
<u>/s/ Dennis B. Story</u> Dennis B. Story	Executive Vice President, Chief Financial Officer, and Treasurer (Principal Financial and Accounting Officer)	February 5, 2015
<u>/s/ Brian J. Cassidy</u> Brian J. Cassidy	Director	February 5, 2015
<u>/s/ Dan J. Lautenbach</u> Dan J. Lautenbach	Director	February 5, 2015
<u>/s/ Thomas E. Noonan</u> Thomas E. Noonan	Director	February 5, 2015
<u>/s/ Deepak Raghavan</u> Deepak Raghavan	Director	February 5, 2015
<u>/s/ Peter F. Sinisgalli</u> Peter F. Sinisgalli	Director	February 5, 2015

## EXHIBIT INDEX

The following exhibits are filed with this Report.

Exhibit Number	Description
3.1	Articles of Incorporation of the Registrant dated February 24, 1998 (Incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2014 (File No. 00023999), filed on July 29, 2014).
3.2	Amended Bylaws of the Registrant (As Amended Effective October 13, 2010) (Incorporated by reference to Exhibit 3.2 to the Company's Form 8-K (File No. 000-23999), filed on October 19, 2010).
4.1	Provisions of the Articles of Incorporation and Bylaws of the Registrant defining rights of the holders of common stock of the Registrant (Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1 (File No. 333-47095), filed on February 27, 1998).
4.2	Specimen Stock Certificate (Incorporated by reference to Exhibit 4.2 to the Company's Pre-Effective Amendment No. 1 to its Registration Statement on Form S-1 (File No. 333-47095), filed on April 2, 1998).
10.1(a)	Lease Agreement by and between Wildwood Associates, a Georgia general partnership, and the Registrant dated September 24, 1997 (Incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-47095), filed on February 27, 1998).
(b)	First Amendment to Lease between Wildwood Associates, a Georgia general partnership, and the Registrant dated October 31, 1997 (Incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-1 (File No. 333-47095), filed on February 27, 1998).
(c)	Second Amendment to Lease Agreement between Wildwood Associates, a Georgia general partnership, and the Registrant, dated February 27, 1998 (Incorporated by reference to Exhibit 10.8 to the Company's Pre-Effective Amendment No. 1 to its Registration Statement on Form S-1 (File No. 333-47095), filed on April 2, 1998).
(d)	Third Amendment to Lease Agreement between Wildwood Associates and the Registrant, dated October 24, 2000 (Incorporated by reference to Exhibit 10.9 to the Company's Annual Report for the period ended December 31, 2000 (File No. 000-23999), filed on April 2, 2001).
10.2(a)	Lease Agreement by and between Wildwood Associates, a Georgia general partnership, and the Registrant, dated June 25, 2001 (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report for the period ended June 30, 2001 (File No. 000-23999), filed August 14, 2001).
(b)	First Amendment to Lease Agreement between Wildwood Associates, and the Registrant, dated June 10, 2002 (Incorporated by reference to Exhibit 10.6 to the Company's Annual Report for the period ended December 31, 2006 (File No. 000-23999), filed on March 14, 2007).
(c)	Second Amendment to Lease Agreement between 2300 Windy Ridge Parkway Investors LLC, and the Registrant, dated February 27, 2007 (Incorporated by reference to Exhibit 10.7 to the Company's Annual Report for the period ended December 31, 2006 (File No. 000-23999), filed on March 14, 2007).
(d)	Third Amendment to Lease Agreement between 2300 Windy Ridge Parkway Investors LLC, and the Registrant, dated June 14, 2007.
(e)	Fourth Amendment to Lease Agreement between SP4 2300 Windy Ridge LP, and the Registrant, dated August 14, 2012.
(f)	Fifth Amendment to Lease Agreement between 2300 Windy Ridge LLC, and the Registrant, dated May 19, 2014.
(g)	Sixth Amendment to Lease Agreement between 2300 Windy Ridge LLC, and the Registrant, dated August 13, 2014.
10.3	Agreement to Build and Lease between Orchid Apartments Private Limited and Manhattan Associates India Development Centre Private Limited, executed on November 19, 2004 (Incorporated by reference to Exhibit 10.8 to the Company's Annual Report for the period ended December 31, 2004 (File No. 000-23999), filed on March 16, 2005).

Exhibit Number	Description
10.4	Lease Agreement between IGE Energy Services (UK) Limited, Manhattan Associates Limited and Manhattan Associates, Inc., dated February 1, 2005 (Incorporated by reference to Exhibit 10.9 to the Company's Annual Report for the period ended December 31, 2004 (File No. 000-23999), filed on March 16, 2005).
10.5	Form of Director and Officer Indemnification Agreement (Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K (File No. 000-23999) filed on April 4, 2014).
10.6*	Summary Plan Description of the Registrant's 401(k) Plan and Trust, effective January 1, 1995 (Incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-1 (File No. 333-47095), filed on February 27, 1998).
10.7(a)*	Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Exhibit 10.10 to the Company's Registration Statement on Form S-1 (File No. 333-47095), filed on February 27, 1998).
(b)*	First Amendment to the Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Exhibit 10.22 to the Company's Annual Report for the period ended December 31, 1998 (File No. 000-23999), filed on March 31, 1999).
(c)*	Second Amendment to the Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Exhibit 10.23 to the Company's Annual Report for the period ended December 31, 1998 (File No. 000-23999), filed on March 31, 1999).
(d)*	Third Amendment to the Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Exhibit 10.24 to the Company's Annual Report for the period ended December 31, 1998 (File No. 000-23999), filed on March 31, 1999).
(e)*	Fourth Amendment to the Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Exhibit 10.25 to the Company's Annual Report for the period ended December 31, 1999 (File No. 000-23999), filed on March 30, 2000).
(f)*	Fifth Amendment to the Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Exhibit 4.8 to the Company's Form S-8 (File No. 333-68968), filed on September 5, 2001).
(g)*	Sixth Amendment to the Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Annex A to the Company's Proxy Statement for its Annual Meeting held May 17, 2002 (File No. 000-23999), filed on April 24, 2002).
(h)*	Amendment No. 7 to the Manhattan Associates, Inc. 1998 Stock Incentive Plan (Incorporated by reference to Exhibit 4.10 to the Company's Form S-8 (File No. 333-105913), filed on June 6, 2003).
10.8*	Form of Composite Stock Option Agreement (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report for the period ended March 31, 2006 (File No. 000-23999), filed on May 4, 2006).
10.9(a)*	Executive Employment Agreement by and between the Registrant and Peter F. Sinisgalli, effective as of February 25, 2004 (Incorporated by reference to Exhibit 10.28 to the Company's Annual Report for the period ended December 31, 2003 (File No. 000-23999), filed on March 15, 2004).
(b)*	Modification dated July 19, 2007 by and between the Company and Peter F. Sinisgalli to the Executive Employment Agreement dated February 25, 2004 (Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 000-23999), filed on July 24, 2007).
10.10*	Executive Employment Agreement by and between the Registrant and Peter F. Sinisgalli, effective as of April 13, 2012 (Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 000-23999), filed on December 23, 2011).
10.11*	Separation and Non-Competition Agreement by and between the Registrant and Peter F. Sinisgalli, effective as of February 25, 2004 (Incorporated by reference to Exhibit 10.29 to the Company's Annual Report for the period ended December 31, 2003 (File No. 000-23999), filed on March 15, 2004).
10.12(a)*	Form of Executive Employment Agreement (Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 000-23999) filed on April 4, 2013).

Exhibit Number	Description
(b)*	Updated Schedule to Form of Executive Employment Agreement of Initial Salaries and Target Bonus Opportunities for Named Executive Officers (Incorporated by reference to Exhibit 10.1(b) to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2013 (File No. 000-23999) filed on July 31, 2013).
10.13*	Executive Employment Agreement with Steven P. Smith (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2013 (File No. 000-23999) filed on July 31, 2013).
10.14 *	Form of Modification Agreement for Terms and Conditions for Stock Options. (Incorporated by reference to Exhibit 10.3 to the Company's Form 8-K (File No. 000-23999), filed on January 2, 2009).
10.15	Form of License Agreement, Software Maintenance Agreement and Consulting Agreement (Incorporated by reference to Exhibit 10.18 to the Company's Pre-Effective Amendment No. 1 to its Registration Statement on Form S-1 (File No. 333-47095), filed on April 2, 1998).
10.16	Form of Software License, Services and Maintenance Agreement (Incorporated by reference to Exhibit 10.21 to the Company's Annual Report for the period ended December 31, 1998 (File No. 000-23999), filed on March 31, 1999).
10.17(a)*	2007 Stock Incentive Plan, as amended by the First Amendment thereto (Incorporated by reference to Annex A to the Company's Definitive Proxy Statement related to its 2009 Annual Meeting of Shareholders (File No. 000-23999) filed on April 20, 2009).
(b)*	Second amendment to 2007 Stock Incentive Plan (Incorporated by reference to Annex A to the Company's Definitive Proxy Statement related to its 2011 Annual Meeting of Shareholders (File No. 000-23999) filed on April 15, 2011).
10.18*	Written Summary of Manhattan Associates, Inc. Annual Cash Incentive Plan (Incorporated by reference to Exhibit 10.47 to the Company's Annual Report for the period ended December 31, 2009 (File No. 000-23999), filed on February 19, 2010).
10.19*	Form of Manhattan Associates, Inc. Restricted Stock Award Agreement for Employees (Incorporated by reference to Exhibit 10.48 to the Company's Annual Report for the period ended December 31, 2009 (File No. 000-23999), filed on February 19, 2010).
10.20*	Form of Manhattan Associates, Inc. Restricted Stock Award Agreement for Non-Employee Directors (Incorporated by reference to Exhibit 10.49 to the Company's Annual Report for the period ended December 31, 2009 (File No. 000-23999), filed on February 19, 2010).
10.21*	Form of Manhattan Associates, Inc. Restricted Stock Unit Award Agreement for Employees (Incorporated by reference to Exhibit 10.50 to the Company's Annual Report for the period ended December 31, 2012 (File No. 000-23999), filed on February 23, 2012).
10.22*	Form of Manhattan Associates, Inc. Restricted Stock Unit Award Agreement for Non-Employee Directors (Incorporated by reference to Exhibit 10.51 to the Company's Annual Report for the period ended December 31, 2012 (File No. 000-23999), filed on February 23, 2012).
10.23*	Executive Employment Agreement by and between the Registrant and Bruce Richards, effective as of August 1, 2011 (Incorporated by reference to Exhibit 10.51 to the Company's Annual Report for the period ended December 31, 2012 (File No. 000-23999), filed on February 23, 2012).
10.24*	Severance and Non-Competition Agreement by and between the Registrant and Bruce Richards, effective as of August 1, 2011 (Incorporated by reference to Exhibit 10.51 to the Company's Annual Report for the period ended December 31, 2012 (File No. 000-23999), filed on February 23, 2012).
10.25*	Modification Agreement for Terms and Conditions for Stock Options by and between the Registrant and Eddie Capel, effective as of June 4, 2007 (Incorporated by reference to Exhibit 10.51 to the Company's Annual Report for the period ended December 31, 2012 (File No. 000-23999), filed on February 23, 2012).
10.26*	Severance and Non-Competition Agreement by and between the Registrant and Eddie Capel, effective as of March 18, 2010 (Incorporated by reference to Exhibit 10.51 to the Company's Annual Report for the period ended December 31, 2012 (File No. 000-23999), filed on February 23, 2012).
21.1	List of Subsidiaries.
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.

<b>Exhibit Number</b>	<b>Description</b>
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32**	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

\* Management contract or compensatory plan or agreement.

\*\* In accordance with Item 601(b)(32)(ii) of the SEC's Regulation S-K, this Exhibit is hereby furnished to the SEC as an accompanying document and is not deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933.

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Third Amendment"), made and entered into as of the 14th day of June 2007, by and between 2300 WINDY RIDGE PARKWAY INVESTORS LLC, a Delaware limited liability company ("Landlord"), and MANHATTAN ASSOCIATES, INC., a Georgia corporation ("Tenant");

WITNESSETH THAT:

WHEREAS, Wildwood Associates, a Georgia general partnership ("Original Landlord") and Tenant entered into that certain Lease Agreement June 25, 2001, as amended by that certain First Amendment to Lease Agreement (the "First Amendment") dated June 10, 2002, that certain Second Amendment to Lease Agreement (the "Second Amendment") dated February 23, 2007, and that certain Second Amendment Memorandum (the "Memorandum") (collectively, as amended, the "Lease"), for certain premises in the building located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "Building"), consisting, as of the date hereof, of approximately 137,868 square feet of Rentable Floor Area in the Building being Floor I North (22, 719 rsf), Floor 3 North (23,776 rsf), Floor 3 South (9,021 rsf), Floor 6 South (13,608 rsf), Floor 7 (63,296 rsf), and Floor 8 (5,448 rsf) (collectively, the "Demised Premises");

WHEREAS, pursuant to the Second Amendment and the Memorandum, as of the Effective Date (i.e., July 1, 2007), the Demised Premises will be reconfigured and will consist of the Second Expansion Space and certain Retained Premises being approximately 166,930 square feet of Rentable Floor Area being Floor I (22,719 rsf), Floor 7 (425 rsf), Floor 8 (18,765 rsf), Floor 9 (62,576 rsf) and Floor IO (62,445 rsf) whereupon Tenant will surrender the Surrendered Space (as defined in the Second Amendment);

WHEREAS, Landlord acquired all of the right, title and interest of Original Landlord, in and to the Lease;

WHEREAS, Landlord and Tenant have agreed that Tenant will lease additional premises within the Building; and

WHEREAS, Landlord and Tenant desire to evidence such expansion of the Demised Premises and to amend certain other terms and conditions of the Lease and evidence their agreements and other matters by means of this Third Amendment;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties hereto do hereby agree as follows:

1. Expansion of Demised Premises. As of the Effective Date, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord additional premises in the Building consisting of approximately 9,021 square feet of Rentable Floor Area being Floor 3 South (space Tenant is currently leasing), which space is hereby deemed a part of the Retained Premises as defined in the Second Amendment (the "3'd Floor Space"). As of the Effective Date, all references in the Lease and this Third Amendment to the "Demised Premises" shall be deemed to also include the 3rd Floor Space and shall consist of 175,951 square feet of Rentable Floor Area.

2. Terms. Tenant's lease of the 3rd Floor Space hereunder and during the Extension Term (as defined in the Second Amendment) will be subject to all terms and conditions of the Lease, as amended by the Second Amendment.

3. Acceptance of 3rd Floor Space. Tenant hereby accepts the 3rd Floor Space "AS IS" as of the date hereof and acknowledges that Landlord will have no obligation to make any tenant improvements or alterations to the 3rd Floor Space or to provide any credit, abatement or adjustment of Rent or other sum payable under the Lease, as amended herein, except that Landlord shall provide Tenant with the Construction Allowance for the 3rd Floor Space set forth in Paragraph 6 of the Second Amendment being \$45.00 per square foot of Net Floor Area of the 3rd Floor Space and such Construction Allowance shall be used by Tenant in accordance with the terms of Paragraph 6 of the Second Amendment. Tenant acknowledges it is currently in possession of the 3rd Floor Space and therefore Landlord has no delivery obligation with respect thereto.

4. Must-Take Space.

(a) Must-Take Space Taken on Must-Take Space Date. If Tenant is not then leasing that certain space consisting of 8,280 square feet of Floor Rentable Area in the Building known as Suite 360 and as depicted on Exhibit A attached hereto and by this reference made a part hereof (the "Must-Take Space"), on July 1, 2009 (the "Must-Take Space Date"), the Demised Premises shall be automatically expanded to include all of the Must-Take Space and as of such date, the Must-Take Space shall be subject to all of the terms and conditions of the Lease, as amended. Tenant will accept the Must-Take Space "AS IS" and acknowledges that Landlord will

have no obligation to make any tenant improvements or alterations to the Must-Take Space or to provide any credit, abatement or adjustment of Rent or other sum payable under the Lease, as amended herein, except as expressly set forth in the Second Amendment. Tenant shall commence paying Base Rental and Tenant's Additional Rental on the Must-Take Space in the same manner and calculated at the same rate as Base Rental and Tenant's Additional Rental is then calculated and paid on the Demised Premises under the Lease, subject to future adjustment as provided in the Lease, being the earlier to occur of: (i) ninety (90) days after Landlord delivers the Must-Take Space to Tenant in its AS-IS condition or (ii) the date Tenant commences business operations from all or any portion of the Must-Take Space. The Construction Allowance for improvements provided to Tenant for the Must-Take Space shall be an amount equal to \$37.00 per square foot of Net Floor Area of the Must-Take Space. Tenant's lease of the Must-Take Space hereunder and during the remainder of the Extension Term will be subject to all terms and conditions of the Second Amendment, as amended herein.

(b) Must Take-Space Early Occupancy. Upon thirty (30) days prior written notice to Landlord, prior to the Must-Take Space Date, Tenant shall have the right to access the Must-Take Space in its "AS-IS" condition upon the same terms and conditions of the Lease, except that Tenant shall pay no Base Rental for such early access period, but Tenant shall pay to Landlord Tenant's Additional Rental for the Must-Take Space during such early access period.

(c) Must Take-Space Early Lease. Upon thirty (30) days prior written notice to Landlord, Tenant shall have the right to lease and occupy the Must-Take Space prior to the Must-Take Space Date, subject to all of the terms and conditions of the Lease, as amended. If Tenant elects to lease and occupy the Must-Take Space prior to the Must-Take Space Date, Tenant will accept the Must-Take Space "AS IS" and acknowledges that Landlord will have no obligation to make any tenant improvements or alterations to the Must-Take Space or to provide any credit, abatement or adjustment of Rent or other sum payable under the Lease, as amended herein, except as expressly set forth in the Second Amendment, and Tenant shall commence paying Base Rental and Tenant's Additional Rental on the Must-Take Space in the same manner and calculated at the same rate as Base Rental and Tenant's Additional Rental is then calculated and paid on the Demised Premises under the Lease, subject to future adjustment as provided in the Lease, being the earlier to occur of: (i) ninety (90) days after Landlord delivers the Must-Take Space to Tenant in its AS-IS condition or (ii) the date Tenant commences business operations from all or any portion of the Must-Take Space. The Construction Allowance for improvements provided to Tenant for the Must-Take Space prior to the Must-Take Space Date shall be an amount equal to the product of multiplying the Construction Allowance times a fraction, the numerator of which is the number of full calendar months remaining in the Lease Term and the denominator of which is 135.

As of the Must-Take Space Date or such earlier date if Tenant elects to lease and occupy the Must-Take Space prior to the Must-Take Space Date in accordance with **Paragraph 4(c)** above, all references in the Lease to the "Demised Premises" shall be deemed to also include the Must-Take Space and shall consist of 184,231 square feet of Rentable Floor Area. The parties acknowledge and agree that any exercise by Tenant of either or both of its options to further renew the Lease in accordance with the terms of Special Stipulation No. 1 of Exhibit "G" to the Lease, as amended by Paragraph 12 of the Second Amendment, shall include all of the "Demised Premises," as may be expanded from time to time.

5. Brokers. Each party represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker other than Hines Properties, Inc. who represented Landlord and CB Richard Ellis, Inc. who represented Tenant in the negotiating or making of this Third Amendment, and each party agrees to indemnify and hold the other party, its agents, employees, partners, directors, shareholders and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims, and losses, including reasonable attorneys' fees and costs, incurred by the other party in conjunction with any such claim or claims of any other broker or brokers purportedly acting on behalf of the indemnifying party claiming to have interested Tenant in the Building, the 3rd Floor Space or the Demised Premises, or claiming to have caused such party to enter into this Third Amendment.

6. No Defaults. Each party hereby agrees that there are, as of the date hereof, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Landlord or Tenant under the Lease.

7. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

8. Headings. The headings used herein are provided for convenience only and are not to be considered in construing this Third Amendment.

9. Entire Agreement. This Third Amendment represents the entire agreement between the parties with respect to the subject matter hereto. Landlord and Tenant agree that there are no collateral or oral agreements or understandings between them with respect to the Demised Premises, the 3rd Floor Space or the Building other than the Lease and this Third Amendment. This Third Amendment supersedes all prior negotiations, agreements, letters or other statements with respect to Tenant's lease of the 3rd Floor Space and the Must-Take Space.

10. Binding Effect. This Third Amendment shall not be valid and binding on Landlord and Tenant unless and until it has been completely executed by and delivered to both parties.

**EXCEPT AS** expressly amended and modified hereby, the Lease shall otherwise remain in full force and effect, the parties hereto hereby ratifying and confirming the same. To the extent of any inconsistency between the Lease and this Third Amendment, the terms of this Third Amendment shall control.

[END OF PAGE]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Third Amendment under seal as of the day and year first above written.

**LANDLORD:**

**TENANT:**

**2300 WINDY RIDGE PARKWAY INVESTORS  
LLC**, a Delaware limited liability company

**MANHATTAN ASSOCIATES, INC.**  
a Georgia corporation

By: UBS Realty Investors LLC,  
a Massachusetts limited liability company,  
Its Manager

By: /s/ Dennis B. Story  
Print Name: Dennis B. Story  
Its: Senior Vice President & Chief  
Financial Officer

By: /s/ Lawrence S. Puzzo  
Print Name: Lawrence S. Puzzo  
Title: Director

[CORPORATE SEAL]

## FOURTH AMENDMENT TO LEASE AGREEMENT

**THIS FOURTH AMENDMENT TO LEASE AGREEMENT** (this "*Fourth Amendment*") is entered into on the Fourth Amendment Date set forth below Landlord's signature (the "*Fourth Amendment Date*") by and between **SP4 2300 WINDY RIDGE, L.P.**, a Delaware limited partnership (hereinafter referred to as "*Landlord*"), and **MANHATTAN ASSOCIATES, INC.**, a Georgia corporation (hereinafter referred to as "*Tenant*").

**WITNESSETH:**

**WHEREAS**, Wildwood Associates, a Georgia general partnership (hereinafter referred to as "*Wildwood*"), and Tenant entered into that certain Lease Agreement dated June 25, 2001 (hereinafter referred to as the "*Original Lease*"), as amended by that certain First Amendment to Lease Agreement between Wildwood and Tenant dated June 10, 2002 (hereinafter referred to as the "*First Amendment*"), as amended by that certain Second Amendment to Lease Agreement between 2300 Windy Ridge Parkway Investors, LLC, a Delaware limited liability company, as successor-in-interest to Wildwood (hereinafter referred to as "*Investors*"), and Tenant dated February 21, 2007 (hereinafter referred to as the "*Second Amendment*"), and as amended by that certain Third Amendment to Lease Agreement between Investors and Tenant dated June 14, 2007 (hereinafter referred to as the "*Third Amendment*"); the Original Lease, as amended by the First Amendment, Second Amendment, and Third Amendment is hereinafter sometimes referred to as the "*Lease*"), pursuant to which Tenant leases certain premises in the building known as "Wildwood Center" located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "*Building*"), consisting, as of the Fourth Amendment Date, of approximately one hundred eighty-four thousand two hundred thirty-one (184,231) square feet of Rentable Floor Area being Floor 1 North (22,719 rsf), Floor 3 South (17,301 rsf), Floor 7 (425 rsf), Floor 8 (18,765 rsf), Floor 9 (62,576 rsf) and Floor 10 (62,445 rsf), which premises are more particularly described in the Lease (hereinafter referred to as the "*Original Premises*").

**WHEREAS**, Landlord is the successor-in-interest to Investors and has acquired all of Investors' right, title and interest in, to and under the Lease;

**WHEREAS**, Landlord and Tenant desire to amend the Lease to reconfigure the Original Premises by leasing the entire third (3<sup>rd</sup>) floor of the North Tower of the Building, consisting of 24,056 square feet of Rentable Floor Area and more particularly shown on **Exhibit A-4** attached hereto and incorporated herein by this reference (hereinafter "*Floor 3 North*"), to release all of the space being leased by Tenant on Floor 3 South consisting of 17,301 square feet of Rentable Floor Area (hereinafter "*Floor 3 South*"), and to provide for certain other related matters, as are more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby **acknowledged, Landlord and Tenant agree to amend the Lease as follows:**

1. **Defined Terms.** Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings as given such terms in the Lease.

2. **Premises Expansion.**

a. Effective as of the earlier to occur of (i) the date Tenant occupies Floor 3 North or any portion thereof for the conduct of Tenant's business or (ii) January 1, 2013 (the "*Fourth Amendment Reconfiguration Date*" or the "*FARD*"), the Original Premises shall be deemed expanded to include Floor 3 North. Floor 3 North is stipulated by Landlord and Tenant to have twenty-four thousand fifty-six (24,056) square feet of Rentable Floor Area, calculated using the "Standard Method for Measuring Floor Area in Office Buildings," approved as of June 7, 1996 by the American National Standards Institute, Inc. (ANSI/BOMA Z65.1-1996), and shall be leased by Tenant subject to and in accordance with all of the terms and conditions of the Lease, as amended hereby.

b. Landlord and Tenant hereby agree that the Original Premises shall be deemed contracted to exclude therefrom the portion of the Original Premises known as Floor 3 South, containing Seventeen Thousand Three Hundred One (17,301) square feet of Rentable Floor Area and more particularly shown as "Floor 3 South" on page 2 of **Exhibit A-4**, attached hereto and incorporated herein by this reference. Such contraction of the Original Premises shall be deemed effective as of the Fourth Amendment Reconfiguration Date. From and after the Fourth Amendment Reconfiguration Date, Landlord and Tenant acknowledge, agree and stipulate that (i) the Premises shall contain one hundred ninety thousand nine hundred eighty-six (190,986) square feet of Rentable Floor Area, (ii) all references in the Lease to the "Premises" shall be deemed to refer to the Premises, as reconfigured pursuant to this Fourth Amendment, and (iii) for purposes of this Fourth Amendment, the difference in Rentable Floor Area in the amount of 6,755 square feet between Floor 3 North and Floor 3 South is sometimes referred to herein as the "*Fourth Amendment Expansion Area*").

c. Tenant shall surrender Floor 3 South to Landlord by no later than sixteen (16) calendar days following the Fourth Amendment Reconfiguration Date (hereinafter the "**Surrender Date**") in accordance with the Lease, the same as if the Surrender Date were the Expiration Date of the Lease Term with respect to the Floor 3 South. Thereafter, Tenant shall have no further right, claim or interest with respect to Floor 3 South and shall remove all its equipment and property therefrom. Any property not removed prior to the Surrender Date shall be deemed abandoned, and Landlord shall be authorized to retain such property, or any portion thereof, as Landlord's own property or to dispose of such property in any manner Landlord deems appropriate, in Landlord's sole discretion. Tenant shall remain liable for any and all cost relating to any removal or disposition of any such property and releases Landlord of any and all liability in connection therewith. Tenant's failure to surrender Floor 3 South to Landlord on or before the Surrender Date shall constitute an event of default by Tenant and, in addition to Landlord's other remedies set forth in this Lease, Tenant's occupancy of Floor 3 South shall be a tenancy at sufferance subject to summary eviction as provided in O.C.G.A. §44-7-50 et. seq., and Tenant shall be required to pay monthly Rent for Floor 3 South (in addition to monthly Base Rental for the Premises that Tenant shall continue to lease hereunder) pursuant to Paragraph 31(a) of the Lease. Tenant shall have no obligation to pay Rent for Floor 3 South from and after the Fourth Amendment Reconfiguration Date, except as provided hereinabove. The provisions of this subparagraph shall survive the partial termination of the Lease with respect to Floor 3 South.

d. Within twenty (20) days after the Fourth Amendment Reconfiguration Date, Tenant shall execute and deliver to Landlord a Certificate as to Lease Term in the form attached hereto as **Exhibit B-4**.

3. **Terms of the Lease.** The lease of the Premises, as reconfigured hereby, shall be pursuant to all of the terms and conditions of the Lease as in effect from time to time; provided, however, that Landlord and Tenant hereby agree that the Lease shall be amended as follows:

a. **Article 1(i). Lease Term.** The Term of the lease of Floor 3 North shall commence on the Fourth Amendment Reconfiguration Date and shall continue through to and be co-terminus with the Expiration Date of September 30, 2018.

b. **Article 5. Rental Payments.**

i. On and after the Fourth Amendment Date, all payments of Rent and other charges shall be delivered to the following address (or such other address as may be designated by Landlord in writing from time to time in accordance with the notice provisions set forth in the Lease):

CBREI AAF Strategic Partners IV  
 Attn: 2300 Windy Ridge Parkway  
 P.O. Box 533342  
 Charlotte, NC 28290

ii. On and after the Fourth Amendment Reconfiguration Date, Base Rental shall be bifurcated between the Fourth Amendment Expansion Area and the remaining 17,301 square feet of Rentable Area and shall be payable to Landlord, in advance, without notice, demand, deduction or offset (except as otherwise expressly provided in the Lease) in lawful money of the United States of America, in accordance with the provisions of Article 5 of the Lease, as amended hereby, in the following amounts:

**Fourth Amendment Expansion Area**

<u>Period</u>	<u>Base Rental (per rentable square foot per annum)</u>	<u>Monthly Base Rental</u>
FARD – Month 12	\$23.25	\$13,087.81
Month 13 – Month 24	\$23.59	\$13,279.20
Month 25 – Month 36	\$23.94	\$13,476.23
Month 37 – Month 48	\$24.29	\$13,673.25
Month 49 – Month 60	\$24.65	\$13,875.90
Month 61 – 09/30/18	\$25.01	\$14,078.55

**Floor 3 North (exclusive of the Fourth Amendment Expansion Area)**

<u>Period</u>	<u>Base Rental (per rentable square foot per annum)</u>	<u>Monthly Base Rental</u>
FARD – 09/30/13	\$23.59	\$34,010.88
10/01/13 – 09/30/14	\$23.94	\$34,515.50
10/01/14 – 09/31/15	\$24.29	\$35,020.11
10/01/15 – 09/30/16	\$24.65	\$35,539.14
10/01/16 – 09/30/17	\$25.01	\$36,058.17
10/01/17 – 09/30/18	\$25.38	\$36,591.62

FARD = Fourth Amendment Reconfiguration Date

iii. Landlord agrees to abate eight (8) installments of Base Rental coming due and payable under this Fourth Amendment for the Fourth Amendment Expansion Area only commencing on the first (1st) day of the first (1st) full calendar month after the month in which falls the Fourth Amendment Reconfiguration Date. Notwithstanding anything in this Paragraph to the contrary, Tenant shall have no right to any such abatement of Base Rental at any time after which (A) a default has occurred with respect to Tenant under the Lease beyond any applicable notice and cure periods, or (B) Tenant is in default beyond any applicable notice and cure periods under any other written agreement with Landlord with respect to the Project.

**c. Additional Rental.**

i. As of the Fourth Amendment Reconfiguration Date, in accordance with Paragraph 3(b) of the Second Amendment, Tenant shall pay as Additional Rental, in addition to Base Rental payable with respect to the Premises, as expanded hereby, (1) Tenant's proportionate share of Operating Expenses (based on a Rentable Floor Area of 184,231 square feet of the Premises) for any calendar year during the Lease Term to the extent the Operating Expenses for such calendar year exceed the Operating Expenses for the Base Year (which shall remain calendar year 2007), plus, (2) Tenant's proportionate share of Operating Expenses (based on a Rentable Floor Area of 6,755 square feet of the Premises) for any calendar year during the Lease Term to the extent the Operating Expenses for such calendar year exceed the Operating Expenses for the Base Year (which for purposes of this item (2) only shall be calendar year 2012).

ii. Notwithstanding the foregoing, Tenant shall remain obligated to pay Rent for the portion of the Lease Term falling prior to the Fourth Amendment Reconfiguration Date the same as if this Fourth Amendment had never been entered into.

d. **Parking.** As of the Fourth Amendment Reconfiguration Date, Tenant will be entitled to one (1) additional reserved parking space on the North end of the parking deck at no charge.

e. **Notice.** Effective as of the Fourth Amendment Date, Landlord's address for notices and the payment of Rent and other charges under the Lease as set forth in Article 1(a) of the Lease shall be amended as follows:

To Landlord:

c/o CB Richard Ellis Investors, LLC  
Strategic Partners  
515 S. Flower Street, Suite 3100  
Los Angeles, CA 90071  
Attn: President

With a copy to:

c/o CB Richard Ellis, Inc.  
2300 Windy Ridge Parkway  
Suite 75  
Atlanta, GA 30339  
Attn: Real Estate Manager

f. **Landlord's Liability.** On and after the Fourth Amendment Date, Paragraph 40 of the Lease shall be deleted in its entirety and the following new Paragraph 40 shall be inserted in lieu thereof:

"LANDLORD SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LEASE. IF LANDLORD IS IN DEFAULT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN AND TO THE BUILDING AND THE LAND DESCRIBED IN EXHIBIT "A" HERETO FOR SATISFACTION OF TENANT'S REMEDIES, IF ANY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LANDLORD'S LIABILITY UNDER THE TERMS OF THIS LEASE SHALL IN NO EVENT EXCEED THE AMOUNT OF ITS INTEREST IN AND TO SAID LAND AND BUILDING. IN NO EVENT SHALL ANY PARTNER OF LANDLORD NOR ANY JOINT VENTURER OF LANDLORD BE PERSONALLY LIABLE WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LEASE."

g. **Patriot Act.** On and after the Fourth Amendment Date, the Lease is hereby amended by inserting the following new Paragraph 55 (Patriot Act) at the end thereof:

"55. **PATRIOT ACT.**

Tenant (which for this purpose includes its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/t11sdn.pdf>> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any payment made under the Lease."

#### 4. **Tenant Improvements.**

a. Upon the Fourth Amendment Date, Landlord shall deliver to the Tenant and Tenant shall accept in its "AS IS, WHERE IS" condition, and without any representations or warranties (express or implied), except as otherwise expressly provided in the Lease and this Paragraph 4, Floor 3 North so that Tenant and Tenant's contractors may perform the work under the Work Letter, as amended by this Fourth Amendment. Tenant acknowledges that Floor 3 North was previously improved for occupancy, and all improvements existing on the Fourth Amendment Reconfiguration Date shall be left in place by Landlord. Landlord shall not be required to perform any improvements to Floor 3 North, but shall instead provide the "Construction Allowance" defined in Paragraph 4.b.i. below. Any portion of the Construction Allowance remaining after the completion of and payment of all costs with respect to the improvements shall be applied by Landlord as a credit against rent next coming due and payable under the Lease, as amended hereby. Notwithstanding the foregoing, Landlord shall be responsible for assuring via a new written inspection and repair performed by one of the buildings preferred mechanical contractors, that all existing VAVs and PIUs located in Floor 3 North, and all electrical, mechanical, and life safety systems located in or serving Floor 3 North, will be in good working order at the time possession of Floor 3 North is turned over to Tenant. Landlord will work in good faith to timely repair the systems in the preceding sentence found not to be in good working order pursuant to such inspection.

b. Tenant shall be responsible for all design and construction of the improvements to Floor 3 North ("*Tenant's Fourth Amendment Work*"), which will be performed in accordance with the terms of Exhibit "D" to the Lease, as amended by Section 6 of the Second Amendment, and as further amended as follows:

i. Notwithstanding anything contained in the Lease or Exhibit "D" thereto to the contrary, the "*Construction Allowance*" for purposes of this Fourth Amendment and Exhibit "D" is equal to One Hundred Eighty-Nine Thousand One Hundred Forty and No/100 Dollars (\$189,140.00).

ii. All references in Exhibit "D" to "Tenant's Work" shall be deemed to refer to Tenant's Fourth Amendment Work.

iii. Section 8.A. of Exhibit "D", as amended by Section 6 of the Second Amendment, is hereby further amended to delete the following language from subsection (i) thereof: "whether such payments are to be paid from the TI Allowance or the Discretionary Allowance, and the total amount as of such date that has been requested and paid from the TI Allowance and Discretionary Allowance,"

iv. Section 8.A. of Exhibit "D", as amended by Section 6 of the Second Amendment, is hereby further amended to delete the following sentence therefrom in its entirety: "With respect to the Discretionary Allowance, Tenant may draw down any remaining balance of the Discretionary Allowance in up to three (3) draws, at any time from and after the date of the Second Amendment to Lease Agreement, but before December 31, 2007."

5. **Deleted Provisions.** Effective as of the Fourth Amendment Date, the last grammatical paragraph of Paragraph (f) of Exhibit "E" to the Lease shall be deleted from the Lease in its entirety.

6. **Estoppel Information.** As of the Fourth Amendment Date, Landlord and its agents are not aware of any current default of the Lease, nor with the passage of time, a situation where an existing condition would represent a default under the Lease. The use of the Project by Tenant as of the Fourth Amendment Date is acceptable to Landlord. Landlord acknowledges that nothing built into or a part of the Premises as of the Fourth Amendment Date must be removed by Tenant at the end of the Lease Term. As of the Fourth Amendment Date, Tenant and its agents are not aware of any current default by Landlord of the Lease, nor with the passage of time, a situation where an existing condition would represent a default by Landlord under the Lease.

7. **Expansion Rights.** Tenant will work directly with Landlord in good faith to finalize and agree to any expansion rights of Tenant associated with the Building.

8. **Brokerage Commissions.** Except for Jones Lang LaSalle Brokerage, Inc., a Texas corporation ("**Broker**"), Tenant represents and warrants that it has not retained or consulted with a broker, agent or commission salesperson with respect to the negotiation of this Fourth Amendment, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent or commission salesperson acting for or on behalf of Tenant, other than to Broker. Tenant agrees to indemnify and hold Landlord harmless from all loss, cost and damage suffered or incurred by Landlord as the result of any breach by Tenant of the representation and warranty contained in this Paragraph. Landlord represents and warrants that, except for CBRE, Inc., no broker, agent or commission salesperson has represented Landlord in the negotiation of this Fourth Amendment, and Landlord has agreed to compensate both Broker and CBRE, Inc. for their services in accordance with the terms of separate commission agreements between Landlord and Broker, on the one hand, and between Landlord and CBRE, Inc., on the other.

9. **Miscellaneous.** This Fourth Amendment shall become effective only upon its full execution and delivery by Landlord and Tenant. This Fourth Amendment contains the parties' entire agreement regarding the subject matter covered by it and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. There are no contemporaneous oral agreements, and there are no representations or warranties between the parties not contained in this Fourth Amendment. The person executing this Fourth Amendment on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has full right and authority to enter into this Lease, and that the person signing on behalf of Tenant is authorized to do so. Except as modified by this Fourth Amendment, the terms and provisions of the Lease shall remain in full force and effect, and the Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant, their successors and permitted assigns.

10. **No Further Amendments; Ratification.** Except as expressly amended herein, all terms and conditions of the Lease remain unamended in full force and effect and are ratified and confirmed by Landlord and Tenant. In the event of any conflict between the terms and conditions of this Fourth Amendment and any of the terms and conditions of the Lease, the terms and conditions of this Fourth Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this Fourth Amendment as of the date set forth below each party's signature hereto, respectively, but with intent to be bound hereby on the Fourth Amendment Date.

**LANDLORD:**

**SP4 2300 WINDY RIDGE, L.P.**, a Delaware limited partnership

By: SP4 2300 Windy Ridge GP, L.L.C., a Delaware limited liability company, its sole general partner

By: /s/ Ming J. Lee  
Name: Ming J. Lee  
Title: Vice President

By: /s/ Todd J. Frye  
Name: Todd J. Frye  
Title: Vice President

**"Fourth Amendment Date":** August 15, 2012  
*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

*[SIGNATURE PAGE TO FOURTH AMENDMENT]*

**TENANT:**

**MANHATTAN ASSOCIATES, INC.**, a Georgia corporation

By: /s/ Dennis B. Story  
Print Name: Dennis B. Story  
Title: Chief Financial Officer

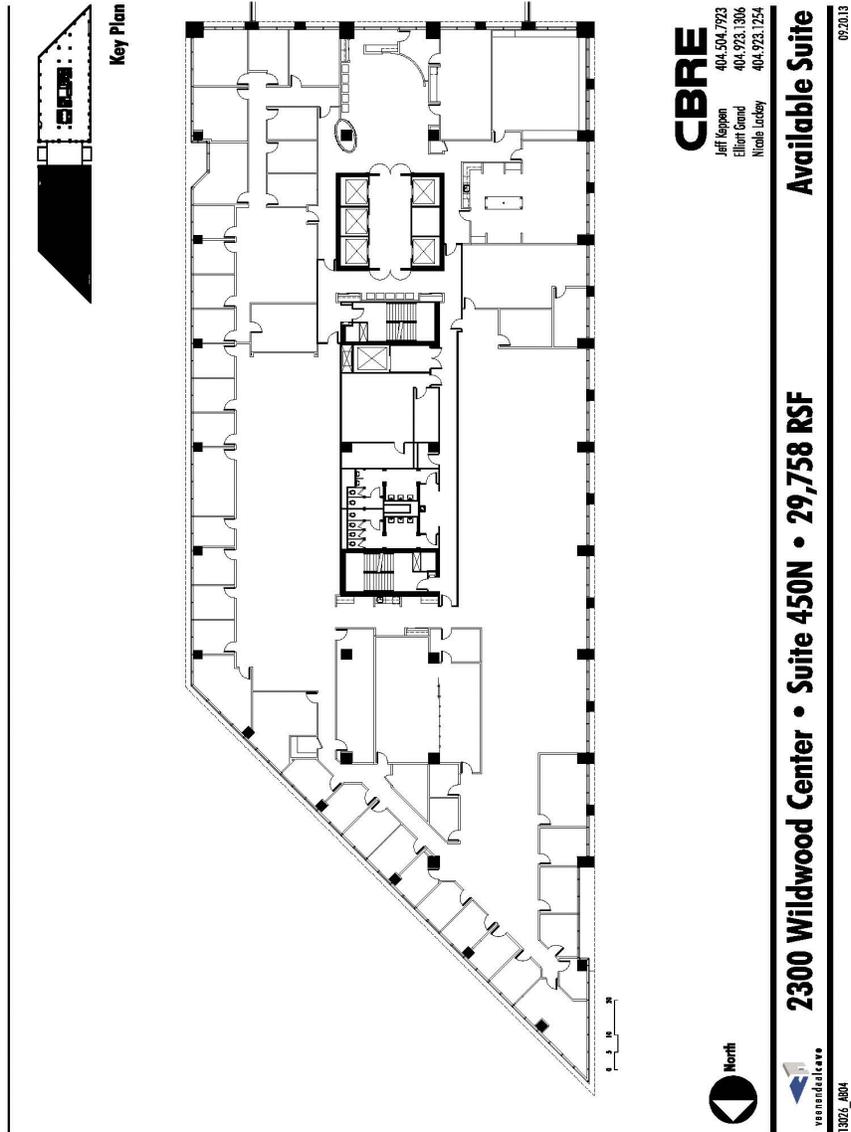
Attest: /s/ Joe Howard  
Print Name: Joe Howard  
Title: Senior Director/Corporate Administration

[CORPORATE SEAL]

Date signed by Tenant: 14 August, 2012

**EXHIBIT A-4**

**SPACE PLAN OF FLOOR 3 NORTH**

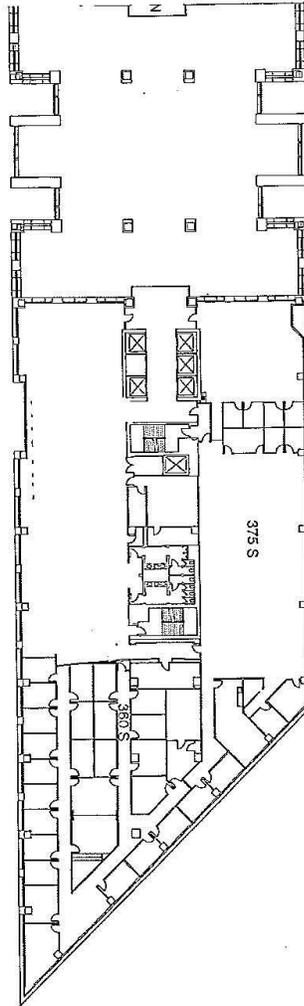


[Drawings, dimensions, plans, boundaries, furniture, fixtures and improvements shown in this Exhibit are for illustrative purposes only and are not intended to indicate the actual square footages, build out or improvements to such space]

EXHIBIT A-4

SPACE PLAN OF FLOOR 3 SOUTH

2300 WINDY RIDGE PARKWAY  
ATLANTA, GEORGIA 30339



[Drawings, dimensions, plans, boundaries, furniture, fixtures and improvements shown in this Exhibit are for illustrative purposes only and are not intended to indicate the actual square footages, build out or improvements to such space]

**EXHIBIT B-4**

**CERTIFICATE AS TO LEASE TERM**

**WHEREAS**, Wildwood Associates, a Georgia general partnership (hereinafter referred to as "*Wildwood*"), and Tenant entered into that certain Lease Agreement dated June 25, 2001 (hereinafter referred to as the "*Original Lease*"), as amended by that certain First Amendment to Lease Agreement between Wildwood and Tenant dated June 10, 2002 (hereinafter referred to as the "*First Amendment*"), as amended by that certain Second Amendment to Lease Agreement between 2300 Windy Ridge Parkway Investors, LLC, a Delaware limited liability company, as successor-in-interest to Wildwood (hereinafter referred to as "*Investors*"), and Tenant dated February 21, 2007 (hereinafter referred to as the "*Second Amendment*"), as amended by that certain Third Amendment to Lease Agreement between Investors and Tenant dated June 14, 2007 (hereinafter referred to as the "*Third Amendment*"), and as amended by that certain Fourth Amendment to Lease Agreement between Landlord, as successor-in-interest to Investors, and Tenant dated as of the Fourth Amendment Date (hereinafter referred to as the "*Fourth Amendment*"); the Original Lease, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, is hereinafter sometimes referred to as the "*Lease*"), pursuant to which Tenant leases certain premises in the building known as "Wildwood Center" located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "*Building*"), consisting of approximately one hundred ninety thousand nine hundred eighty-six (190,986) square feet of Rentable Floor Area, being Floor 1 North (22,719 rsf), Floor 3 North (24,056 rsf), Floor 8 (18,765 rsf), Floor 9 (62,576 rsf) and Floor 10 (62,445 rsf), located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "*Building*"), which premises are more particularly described in the Lease (hereinafter referred to as the "*Premises*").

**WHEREAS**, Landlord has delivered possession of Floor 3 North pursuant to the Lease;

**WHEREAS**, Landlord and Tenant desire to confirm the date Landlord has delivered Floor 3 North to Tenant for purposes of the Lease.

**NOW THEREFORE**, Landlord and Tenant hereby agree as follows:

1. For all purposes of this Certificate, all terms used herein that are defined in the Lease shall have the same meanings ascribed to them in the Lease.
2. Landlord delivered Floor 3 North to Tenant on, and the Fourth Amendment Reconfiguration Date shall be, December 17, 2012.
3. Tenant has accepted, is satisfied with, and is in full possession of the Premises, as expanded by Floor 3 North, including all improvements, additions and alterations thereto required to be made by Landlord under the Lease.
4. Landlord and Tenant hereby ratify and affirm the Lease and agree the Lease remains in full force and effect in accordance with its term, provided, however, to the extent of any conflict between the Lease and this Certificate, this Certificate shall control.

IN WITNESS WHEREOF, Landlord and Tenant hereby execute this Certificate under seal this 17th day of January 17, 2013.

**TENANT:**

**MANHATTAN ASSOCIATES, INC.**, a Georgia corporation

By: /s/ Dennis B. Story  
Print Name: Dennis B. Story  
Title: Chief Financial Officer

Attest: /s/ Joe Howard  
Print Name: Joe Howard  
Title: Senior Director

[CORPORATE SEAL]

Date Signed by Tenant: January 17, 2013

**LANDLORD:**

**SP4 2300 WINDY RIDGE, L.P.**, a Delaware limited partnership

By: SP4 2300 Windy Ridge GP, L.L.C., a Delaware limited liability company, its sole general partner

By: /s/ Mark Zikakis  
Name: Mark Zikakis  
Title: Vice President

Date Signed by Landlord: January 17, 2013

## FIFTH AMENDMENT TO LEASE AGREEMENT

**THIS FIFTH AMENDMENT TO LEASE AGREEMENT** (this "*Fifth Amendment*") is entered into on the Fifth Amendment Date set forth below Landlord's signature (the "*Fifth Amendment Date*") by and between **2300 WINDY RIDGE LLC**, a Georgia limited liability company (hereinafter referred to as "*Landlord*"), and **MANHATTAN ASSOCIATES, INC.**, a Georgia corporation (hereinafter referred to as "*Tenant*").

**WITNESSETH:**

**WHEREAS**, Wildwood Associates, a Georgia general partnership (hereinafter referred to as "*Wildwood*"), and Tenant entered into that certain Lease Agreement dated June 25, 2001 (hereinafter referred to as the "*Original Lease*"), as amended by that certain First Amendment to Lease Agreement between Wildwood and Tenant dated June 10, 2002 (hereinafter referred to as the "*First Amendment*"), as amended by that certain Second Amendment to Lease Agreement between 2300 Windy Ridge Parkway Investors, LLC, a Delaware limited liability company (hereinafter referred to as "*Investors*"), as successor-in-interest to Wildwood, and Tenant dated February 21, 2007 (hereinafter referred to as the "*Second Amendment*"), as amended by that certain Third Amendment to Lease Agreement between Investors and Tenant dated June 14, 2007 (hereinafter referred to as the "*Third Amendment*"), and as amended by that certain Fourth Amendment to Lease Agreement between SP4 2300 Windy Ridge, L.P., a Delaware limited partnership (hereinafter referred to as "*Windy Ridge*"), as successor-in-interest to Investors, and Tenant dated as of August 15, 2012 (hereinafter referred to as the "*Fourth Amendment*"; the Original Lease, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is hereinafter sometimes referred to as the "*Lease*"), pursuant to which Tenant leases certain premises in the building known as "Wildwood Center" located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "*Building*"), consisting, as of the Fifth Amendment Date, of 190,986 square feet of Rentable Floor Area being Floor 1 North (22,719 rsf), Floor 3 North (24,056 rsf), Floor 7 (425 rsf), Floor 8 (18,765 rsf), Floor 9 (62,576 rsf) and Floor 10 (62,445 rsf), which premises are more particularly described in the Lease (hereinafter referred to as the "*Original Premises*");

**WHEREAS**, Landlord is the successor-in-interest to Windy Ridge and has acquired all of Windy Ridge's right, title and interest in, to and under the Lease;

**WHEREAS**, Landlord and Tenant desire to amend the Lease to expand the Original Premises by leasing the entire fourth (4th) floor of the North Tower of the Building, consisting of 29,758 square feet of Rentable Floor Area and more particularly shown on **Exhibit A-5** attached hereto and incorporated herein by this reference (hereinafter "*Floor 4 North*"), to extend the Lease Term and to provide for certain other related matters as are more particularly set forth herein;

**WHEREAS**, Investors and Tenant entered into that certain Building Access License Agreement dated April 25, 2007 (hereinafter referred to as the "*License Agreement*") pursuant to which Landlord provides Tenant with non-exclusive access to the Building and the non-exclusive use of certain ancillary equipment space in the Building for the purpose of installing, operating and maintaining certain equipment, all as more particularly described in the License Agreement;

**WHEREAS**, Landlord is the indirect successor-in-interest to Investors and has acquired all of Investor's right, title and interest in, to and under the License Agreement; and

**WHEREAS**, Landlord and Tenant desire to amend the License Agreement to make its term co-terminus with the term of the Lease and to provide for certain other related matters, as are more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

**1. Defined Terms.** Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings as given such terms in the Lease.

**2. Premises Expansion.**

**a.** Effective as of the day that is ninety (90) days after the later to occur of (i) the date Landlord delivers Floor 4 North to Tenant or (ii) fifteen (15) days after receipt of Tenant's notice from Landlord of the projected delivery date of Floor 4 North (the "*Fifth Amendment Expansion Date*" or the "*FAED*"), the Original Premises shall be deemed expanded to include Floor 4 North. Floor 4 North is 29,758 square feet of Rentable Floor Area, and shall be leased by Tenant subject to and in accordance with all of the terms and conditions of the Lease, as amended hereby. As of the Fifth Amendment Expansion Date (i) the

Premises shall contain 220,744 square feet of Rentable Floor Area and (ii) all references in the Lease to the "Premises" or the "Demised Premises" shall be deemed to refer to the Premises, as expanded by this Fifth Amendment.

b. Notwithstanding the foregoing in this Paragraph 2 to the contrary, Landlord shall endeavor to deliver Floor 4 North to Tenant on or before August 1, 2014 and Tenant may commence occupancy of Floor 4 North upon the delivery of Floor 4 North to Tenant and the issuance of a certificate of occupancy (or such other document permitting legal occupancy) for Floor 4 North to Tenant by the appropriate governmental authority; provided, however, that any such occupancy by Tenant of all or any portion of Floor 4 North prior to the Fifth Amendment Expansion Date shall be pursuant to all the terms and conditions in the Lease, except that such occupancy shall be at Tenant's sole risk and Tenant shall have no obligation to pay Base Rent for Floor 4 North during such period.

c. If Landlord cannot deliver possession of Floor 4 North to Tenant on or before August 31, 2014 (said date to be extended by any period of delay caused by Tenant or force majeure), this Fifth Amendment shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, except that Tenant shall receive an abatement of Base Rental equal to two (2) days of monthly Base Rental for each such day of delay until Floor 4 North is delivered to Tenant. Tenant right's under this subparagraph c. shall be Tenant's sole remedy for Landlord's failure to deliver Floor 4 North to Tenant on or before August 31, 2014.

d. Within twenty (20) days after receipt of written request from Landlord, Tenant shall execute and deliver to Landlord a Certificate as to Lease Term in the form attached hereto as **Exhibit B-5**.

3. **Terms of the Lease.** The lease of the Premises, as expanded by Floor 4 North, during the Lease Term, as extended by this Fifth Amendment, shall be pursuant to all of the terms and conditions of the Lease as in effect from time to time; provided, however, that Landlord and Tenant hereby agree that the Lease shall be amended as follows:

a. **Article 1(b). Notice.**

i. Landlord's address for notices as set forth in Article 1(a) of the Lease shall be amended as follows:

To Landlord:

2300 Windy Ridge LLC  
c/o Arena Capital Group  
1 Nathan Drive  
Towaco, NJ 07082  
Attn: Fred Arena

With a copy to:

2300 Windy Ridge LLC  
1370 Jet Stream Drive  
Suite 140  
Henderson, NV 89052  
Attn: Justin Bloomberg

ii. All payments of Rent and other charges shall be delivered to the following address (or such other address as may be designated by Landlord in writing from time to time in accordance with the notice provisions set forth in the Lease):

ACH Payments:  
Account # 3250004777431  
ACH Routing Number – 121000358

b. **Article 1(i). Lease Term.** The Lease Term shall be extended for a period commencing on October 1, 2018 and shall continue through to the new Lease Term expiration date of September 30, 2025.

c. **Article 5. Rental Payments.**

i. On and after the Fifth Amendment Expansion Date, Base Rental shall be bifurcated between the Original Premises and Floor 4 North and shall be payable to Landlord, in advance, without notice, demand, deduction or offset (except as otherwise expressly provided in the Lease) in lawful money of the United States of America, in accordance with the provisions of Article 5 of the Lease, as amended hereby, in the following amounts:

**Floor 4 North**

<u>Period</u>	<u>Base Rental (per rentable square foot per annum)</u>	<u>Monthly Base Rental</u>
FAED – 09/30/25	\$20.00	\$49,596.67

**Original Premises**

<u>Period</u>	<u>Base Rental (per rentable square foot per annum)</u>	<u>Monthly Base Rental</u>
10/01/18 – 09/30/25	\$20.00	\$318,310.00

Notwithstanding anything in the Lease, as amended by this Fifth Amendment, to the contrary, Tenant shall continue to pay Rent for the Original Premises for the period prior to October 1, 2018 pursuant to the Base Rental rates and escalations set forth in Lease, subject, however, to the abatement of Base Rent for the Original Premises set forth in Paragraph ii. below.

ii. Landlord agrees to abate ten (10) installments of Base Rental coming due and payable under the Lease with respect to the Original Premises and Floor 4 North, respectively, commencing on September 1, 2015 and continuing on each successive September 1st thereafter during the Lease Term until exhausted.

**d. Article 8. Additional Rental.**

i. As of the Fifth Amendment Expansion Date through to September 30, 2018, Tenant shall pay as Additional Rental, in addition to Base Rental payable with respect to the Premises, as expanded hereby, (1) Tenant's proportionate share of Operating Expenses for a portion of the Original Premises (based on a Rentable Floor Area of 184,231 square feet) for any calendar year during the Lease Term to the extent the Operating Expenses for such calendar year exceed the Operating Expenses for the Base Year (which shall remain calendar year 2007), plus (2) Tenant's proportionate share of Operating Expenses for the remaining portion of the Original Premises (based on a Rentable Floor Area of 6,755 square feet) for any calendar year during the Lease Term to the extent the Operating Expenses for such calendar year exceed the Operating Expenses for the Base Year (which for purposes of this item (2) only shall remain calendar year 2012), plus (3) commencing January 1, 2016, Tenant's proportionate share of Operating Expenses for Floor 4 North (based on a Rentable Floor Area of 29,758 square feet) for any calendar year during the Lease Term to the extent the Operating Expenses for such calendar year exceed the Operating Expenses for the Base Year (which for purposes of this item (3) only shall be calendar year 2015).

ii. As of October 1, 2018, Tenant shall pay, as Additional Rental, Tenant's proportionate share of Operating Expenses for the entire Premises, as expanded by Floor 4 North (based on a Rentable Floor Area of 220,744 square feet) for any calendar year during the Lease Term to the extent the Operating Expenses for such calendar year exceed the Operating Expenses for the Base Year (which shall be amended to be calendar year 2015).

e. **Paragraph 4 of the Second Amendment, Right of First Offer.** Effective as of the Fifth Amendment Date, the Right of First Offer set forth in the Second Amendment shall be amended to exclude from the First Offer Space any and all space located on the sixth (6th) floor of the Building.

f. **Parking.** Effective as of the Fifth Amendment Expansion Date, Tenant shall have the right to additional reserved parking spaces for Floor 4 North pursuant to the ratio and subject to the terms and conditions for the use of parking spaces set forth in the Lease.

**4. Tenant Improvements.**

a. On or before August 1, 2014, Landlord shall endeavor to deliver to Tenant and Tenant shall accept in its "AS IS, WHERE IS" condition," without any representations or warranties (express or implied) whatsoever, except as otherwise expressly provided in the Lease or this Paragraph 4, Floor 4 North so that Tenant may perform the work under the work letter attached as Exhibit D to the Original Lease, as amended hereby (the "**Work Letter**"). Tenant acknowledges and agrees that Floor 4 North was previously improved for occupancy and all improvements existing on the Fifth Amendment Date shall be left in place by Landlord. Landlord shall not be required to perform any improvements to Floor 4 North or to provide any allowances therefor, except as otherwise expressly provided in this Paragraph 4.

b. Tenant shall be responsible for all design and construction of the improvements to the Premises as expanded hereby ("**Tenant's Fifth Amendment Work**"), which will be performed in accordance with the terms of the Work Letter, which shall be further amended as follows:

i. Notwithstanding anything in the Lease or the Work Letter to the contrary, the "**Construction Allowance**" for purposes of this Fifth Amendment and the Work Letter shall mean the amount of \$1,336,902.00, which Construction Allowance shall not be available to Tenant for requisition until October 1, 2018, for improvements made to the Premises any time after execution of this amendment.

ii. All references in the Work Letter to "Tenant's Work" shall be deemed to refer to Tenant's Fifth Amendment Work and all references therein to the "Demised Premises" shall be deemed to refer to the Premises, as expanded by this Fifth Amendment.

iii. Sections 8.A. and 8.B. of the Work Letter, as amended from time to time, are hereby deleted in their entirety, and the following new Section 8.A. is hereby inserted in lieu thereof:

"A. Tenant covenants and agrees to complete the construction and installation of tenant improvements to the Premises having a fixed asset original book value of not less than \$6,622,320.00 (the "**Capital Obligation**"), on or before September 1, 2025, and, if Tenant has breached this covenant, (i) Tenant's right to any unexpended Construction Allowance shall terminate and be for no further force or effect whatsoever and (ii) Tenant shall pay to Landlord a lump sum amount equal to the difference between the Capital Obligation and the amount actually expended by Tenant as required herein as of September 1, 2025, within thirty (30) days after receipt of demand from Landlord. Tenant acknowledges and agrees that Tenant's Capital Obligation is a material consideration to Landlord in entering into this Fifth Amendment."

5. **Deleted Provisions.** As of the Fifth Amendment Date, the following provisions are hereby deleted in their entirety:

- a. Paragraph 11 of the Second Amendment ("Termination Option"); and
- b. Paragraph 7 of the Fourth Amendment ("Expansion Rights").

6. **License Agreement.** As of the Fifth Amendment Date, the License Agreement shall be amended such that the "Term" of the License Agreement shall expire and be co-terminus with the Lease Term of the Lease, as such term may be extended from time to time, subject to the terms and conditions set forth in the License Agreement.

7. **Brokerage Commissions.** Landlord and Tenant acknowledge and agree that CBRE, Inc. ("**Broker**") has acted in a dual capacity in the negotiation of this Fifth Amendment as broker for Landlord and as broker for Tenant. Tenant represents and warrants that it has not retained or consulted with a broker, agent or commission salesperson with respect to the negotiation of this Fifth Amendment, except for Broker, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent or commission salesperson acting for or on behalf of Tenant, other than to Broker. Tenant agrees to indemnify and hold Landlord harmless from all loss, cost and damage suffered or incurred by Landlord as the result of any breach by Tenant of the representation and warranty contained in this Paragraph. Landlord represents and warrants that, except for Broker, no broker, agent or commission salesperson has represented Landlord in the negotiation of this Fifth Amendment, and Landlord has agreed to compensate Broker for its services in accordance with the terms of a separate commission agreement between Landlord and Broker.

8. **No Defaults.** Landlord and Tenant agree that there are, as of the Fifth Amendment Date, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Landlord or Tenant under the Lease.

9. **Miscellaneous.** This Fifth Amendment shall become effective only upon its full execution and delivery by Landlord and Tenant. This Fifth Amendment contains the parties' entire agreement regarding the subject matter covered by it and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. There are no contemporaneous oral agreements, and there are no representations or warranties between the parties not contained in this Fifth Amendment. The person executing this Fifth Amendment on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has full right and authority to enter into this Lease, and that the person signing on behalf of Tenant is authorized to do so. Except as modified by this Fifth Amendment, the terms and provisions of the Lease shall remain in full force and effect, and the Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant, their successors and permitted assigns.

10. **No Further Amendments; Ratification.** Except as expressly amended herein, all terms and conditions of the Lease remain unamended in full force and effect and are ratified and confirmed by Landlord and Tenant. In the event of any conflict between the terms and conditions of this Fifth Amendment and any of the terms and conditions of the Lease, the terms and conditions of this Fifth Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this Fifth Amendment as of the date set forth below each party's signature hereto, respectively, but with intent to be bound hereby on the Fifth Amendment Date.

**LANDLORD:**

**2300 WINDY RIDGE LLC**, a Georgia limited partnership

By: Wildwood CS, LLC, a Delaware limited liability company, its  
Managing Member

By: /s/ Fred Arena

Name: Fred Arena

Title: Manager

**"Fifth Amendment Date"**: May 19, 2014

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**MANHATTAN ASSOCIATES, INC.**, a Georgia corporation

By: /s/ Dennis B. Story  
Name: Dennis B. Story  
Title: Executive Vice President and Chief Financial Officer

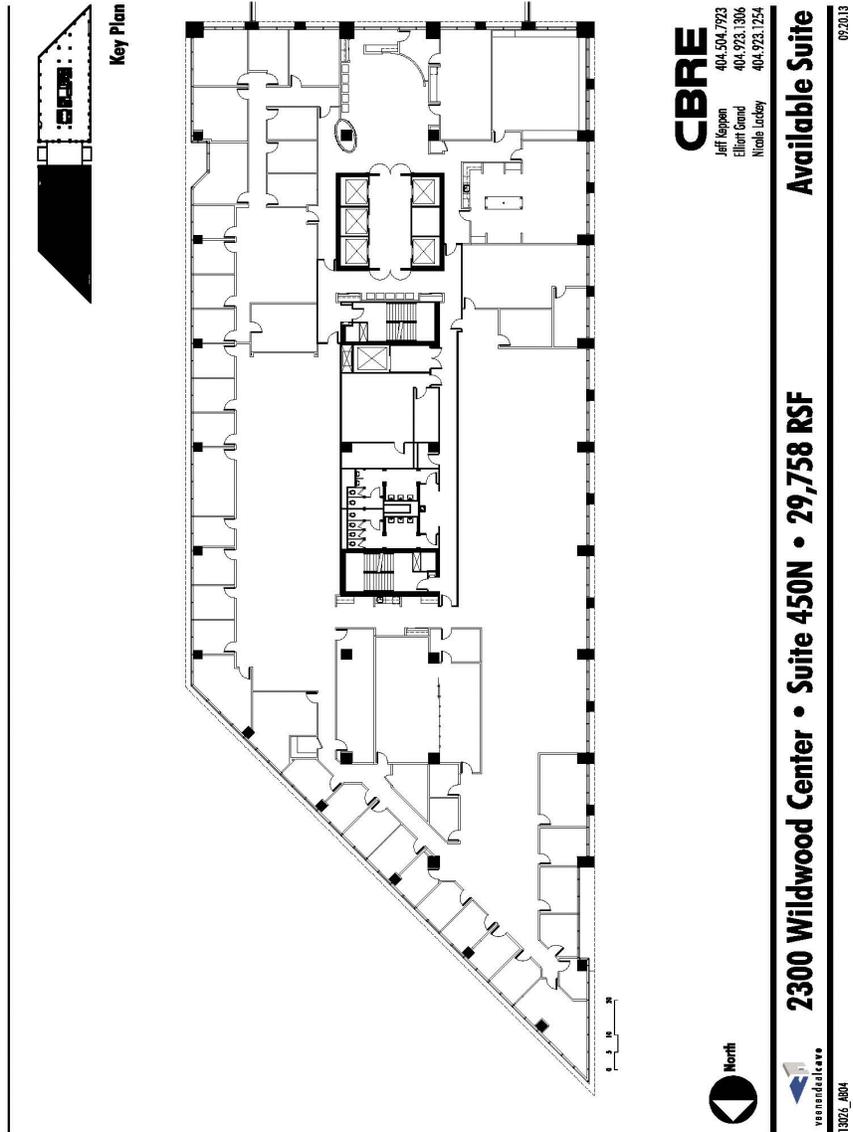
Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

Date signed by Tenant: May 19, 2014

**EXHIBIT A-5**

**FLOOR 4 NORTH**



[Drawings, dimensions, plans, boundaries, furniture, fixtures and improvements shown in this Exhibit are for illustrative purposes only and are not intended to indicate the actual square footages, build out or improvements to such space]

**EXHIBIT B-5**

**CERTIFICATE AS TO LEASE TERM**

**WHEREAS**, Wildwood Associates, a Georgia general partnership (hereinafter referred to as "*Wildwood*"), and Tenant entered into that certain Lease Agreement dated June 25, 2001 (hereinafter referred to as the "*Original Lease*"), as amended by that certain First Amendment to Lease Agreement between Wildwood and Tenant dated June 10, 2002 (hereinafter referred to as the "*First Amendment*"), as amended by that certain Second Amendment to Lease Agreement between 2300 Windy Ridge Parkway Investors, LLC, a Delaware limited liability company, as successor-in-interest to Wildwood (hereinafter referred to as "*Investors*"), and Tenant dated February 21, 2007 (hereinafter referred to as the "*Second Amendment*"), as amended by that certain Third Amendment to Lease Agreement between Investors and Tenant dated June 14, 2007 (hereinafter referred to as the "*Third Amendment*"), as amended by that certain Fourth Amendment to Lease Agreement between SP4 2300 Windy Ridge, L.P., a Delaware limited partnership (hereinafter referred to as "*Windy Ridge*"), as successor-in-interest to Investors, and Tenant dated as August 14, 2012 (hereinafter referred to as the "*Fourth Amendment*"), and as amended by that certain Fifth Amendment to Lease Agreement between Landlord, as successor-in-interest to Windy Ridge, and Tenant dated as of May 19, 2014 (hereinafter referred to as the "*Fifth Amendment*"; the Original Lease, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, is hereinafter sometimes referred to as the "*Lease*"), pursuant to which Tenant leases certain premises in the building known as "Wildwood Center" located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "*Building*"), consisting of 220,744 square feet of Rentable Floor Area located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "*Building*"), which premises are more particularly described in the Lease (hereinafter referred to as the "*Premises*").

**WHEREAS**, Landlord has delivered possession of Floor 4 North to Tenant pursuant to the Lease;

**WHEREAS**, Landlord and Tenant desire to confirm the date Landlord has delivered Floor 4 North to Tenant for purposes of the Lease.

**NOW THEREFORE**, Landlord and Tenant hereby agree as follows:

1. For all purposes of this Certificate, all terms used herein that are defined in the Lease shall have the same meanings ascribed to them in the Lease.
2. Landlord delivered Floor 4 North to Tenant on August 16, 2014, and the Fifth Amendment Expansion Date shall be November 16, 2014.
3. Tenant has accepted, is satisfied with, and is in full possession of the Premises, as expanded by Floor 4 North, including all improvements, additions and alterations thereto required to be made by Landlord under the Lease.
4. Landlord and Tenant hereby ratify and affirm the Lease and agree the Lease remains in full force and effect in accordance with its term, provided, however, to the extent of any conflict between the Lease and this Certificate, this Certificate shall control.

**IN WITNESS WHEREOF**, Landlord and Tenant hereby execute this Certificate under seal as of the date set forth below each party's signature hereto, respectively, but with intent to be bound hereby as of the "Certificate Date" set forth below Landlord's signature.

**TENANT:**

**MANHATTAN ASSOCIATES, INC.**, a Georgia corporation

By: /s/ Dennis B. Story  
Print Name: Dennis B. Story  
Title: Chief Financial Officer

Attest: /s/ Mark McCormick  
Print Name: Mark McCormick  
Title: Senior Director, Contracts and Administration

[CORPORATE SEAL]

Date Signed by Tenant: February 3, 2015

**LANDLORD:**

**2300 WINDY RIDGE, LLC**, a Georgia limited partnership

By: Wildwood CS, LLC, a Delaware limited liability company, its  
Managing Member

By: \_\_\_\_\_  
Name: Fred Arena  
Title: Manager

"Certificate Date": \_\_\_\_\_, 2015

## SIXTH AMENDMENT TO LEASE AGREEMENT

**THIS SIXTH AMENDMENT TO LEASE AGREEMENT** (this "*Sixth Amendment*") is entered into on the Sixth Amendment Date set forth below Landlord's signature hereto (the "*Sixth Amendment Date*") by and between **2300 WINDY RIDGE LLC**, a Georgia limited liability company (hereinafter referred to as "*Landlord*"), and **MANHATTAN ASSOCIATES, INC.**, a Georgia corporation (hereinafter referred to as "*Tenant*").

**WITNESSETH:**

**WHEREAS**, Wildwood Associates, a Georgia general partnership (hereinafter referred to as "*Wildwood*"), and Tenant entered into that certain Lease Agreement dated June 25, 2001 (hereinafter referred to as the "*Original Lease*"), as amended by that certain First Amendment to Lease Agreement between Wildwood and Tenant dated June 10, 2002 (hereinafter referred to as the "*First Amendment*"), as amended by that certain Second Amendment to Lease Agreement between 2300 Windy Ridge Parkway Investors, LLC, a Delaware limited liability company (hereinafter referred to as "*Investors*"), as successor-in-interest to Wildwood, and Tenant dated February 21, 2007 (hereinafter referred to as the "*Second Amendment*"), as amended by that certain Third Amendment to Lease Agreement between Investors and Tenant dated June 14, 2007 (hereinafter referred to as the "*Third Amendment*"), as amended by that certain Fourth Amendment to Lease Agreement between SP4 2300 Windy Ridge, L.P., a Delaware limited partnership (hereinafter referred to as "*Windy Ridge*"), as successor-in-interest to Investors, and Tenant dated as of August 15, 2012 (hereinafter referred to as the "*Fourth Amendment*"), and as amended by that certain Fifth Amendment to Lease Agreement between Landlord, as successor-in-interest to Windy Ridge, and Tenant dated as of May 19, 2014 (hereinafter referred to as the "*Fifth Amendment*"; the Original Lease, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, is hereinafter sometimes referred to as the "*Lease*"), pursuant to which Tenant leases certain premises in the building known as "Wildwood Center" located at 2300 Windy Ridge Parkway, Atlanta, Georgia 30339 (the "*Building*"), consisting, as of the Sixth Amendment Date, of 190,986 square feet of Rentable Floor Area being Floor 1 North (22,719 rsf), Floor 3 North (24,056 rsf), Floor 7 (425 rsf), Floor 8 (18,765 rsf), Floor 9 (62,576 rsf) and Floor 10 (62,445 rsf), which premises are more particularly described in the Lease (hereinafter referred to as the "*Original Premises*");

**WHEREAS**, Landlord and Tenant desire to amend the Lease to expand the Original Premises by leasing certain storage space located on the basement of the North Tower of the Building containing 398 usable square feet and more particularly shown as the "Storage Space" on Exhibit A-6 attached hereto and incorporated by this reference (the "*Storage Space*").

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. **Defined Terms.** Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings as given such terms in the Lease.
2. **Storage Space.** In addition to the Premises described in the Lease, commencing on Sept 1, 2014 Landlord hereby rents and leases to Tenant, and Tenant hereby rents and leases from Landlord, the Storage Space, upon the same terms and conditions as contained in the Lease for the lease of the Premises, except as follows:
  - a. Tenant shall pay monthly rent to Landlord for the Storage Space as and when Base Rent is due under the Lease in the amount of \$265 per month; Base Rent shall be escalated by annually by 2% beginning October 1, 2015;
  - b. The lease term of the Storage Space shall expire and be co-terminus with the Lease of the Premises, as it may be extended from time to time;
  - c. Tenant may use the Storage Space only as a storage area and people may not be assigned to work therein on a full-time basis;
  - d. From time to time and in Landlord's sole discretion, Landlord may relocate the Storage Space in connection with a relocation of the Premises;
  - e. Landlord shall provide only the following services to the Storage Space:
    - i. electricity; and
    - ii. janitorial service for common areas.
  - f. The Storage Space shall not be included in determining the number of parking spaces

g. Tenant accepts such Storage Space on an "AS IS, WHERE IS" basis, "WITH ALL FAULTS" and without any representations and warranties whatsoever, and no work or improvements or any allowance therefor shall be required from Landlord for such Storage Space. Tenant shall not make any improvements or alterations to the Storage Space without Landlord's consent.

3. **Brokerage Commissions.** Landlord and Tenant acknowledge and agree that CBRE, Inc. ("**Broker**") has acted in a dual capacity in the negotiation of this Sixth Amendment as broker for Landlord and as broker for Tenant. Tenant represents and warrants that it has not retained or consulted with a broker, agent or commission salesperson with respect to the negotiation of this Sixth Amendment, except for Broker, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent or commission salesperson acting for or on behalf of Tenant, other than to Broker. Tenant agrees to indemnify and hold Landlord harmless from all loss, cost and damage suffered or incurred by Landlord as the result of any breach by Tenant of the representation and warranty contained in this Paragraph. Landlord represents and warrants that, except for Broker, no broker, agent or commission salesperson has represented Landlord in the negotiation of this Sixth Amendment, and Landlord has agreed to compensate Broker for its services in accordance with the terms of a separate commission agreement between Landlord and Broker.

4. **No Defaults.** Landlord and Tenant agree that there are, as of the Sixth Amendment Date, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Landlord or Tenant under the Lease.

5. **Miscellaneous.** This Sixth Amendment shall become effective only upon its full execution and delivery by Landlord and Tenant. This Sixth Amendment contains the parties' entire agreement regarding the subject matter covered by it and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. There are no contemporaneous oral agreements, and there are no representations or warranties between the parties not contained in this Sixth Amendment. The person executing this Sixth Amendment on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has full right and authority to enter into this Lease, and that the person signing on behalf of Tenant is authorized to do so. Except as modified by this Sixth Amendment, the terms and provisions of the Lease shall remain in full force and effect, and the Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant, their successors and permitted assigns.

6. **No Further Amendments; Ratification.** Except as expressly amended herein, all terms and conditions of the Lease remain unamended in full force and effect and are ratified and confirmed by Landlord and Tenant. In the event of any conflict between the terms and conditions of this Sixth Amendment and any of the terms and conditions of the Lease, the terms and conditions of this Sixth Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the date set forth below each party's signature hereto, respectively, but with intent to be bound hereby on the Sixth Amendment Date.

**LANDLORD:**

2300 WINDY RIDGE LLC, a Georgia limited partnership

By: Wildwood CS, LLC, a Delaware limited liability company,  
its Managing Member

By: /s/ Fred Arena  
Name: Fred Arena  
Title: Manager

"Sixth Amendment Date": August 13, 2014

[SIGNATURE PAGE TO SIXTH AMENDMENT]

**TENANT:**

**MANHATTAN ASSOCIATES, INC.**, a Georgia corporation

By: /s/ Dennis B. Story  
Name: Dennis B. Story  
Title: Executive Vice President and Chief Financial Officer

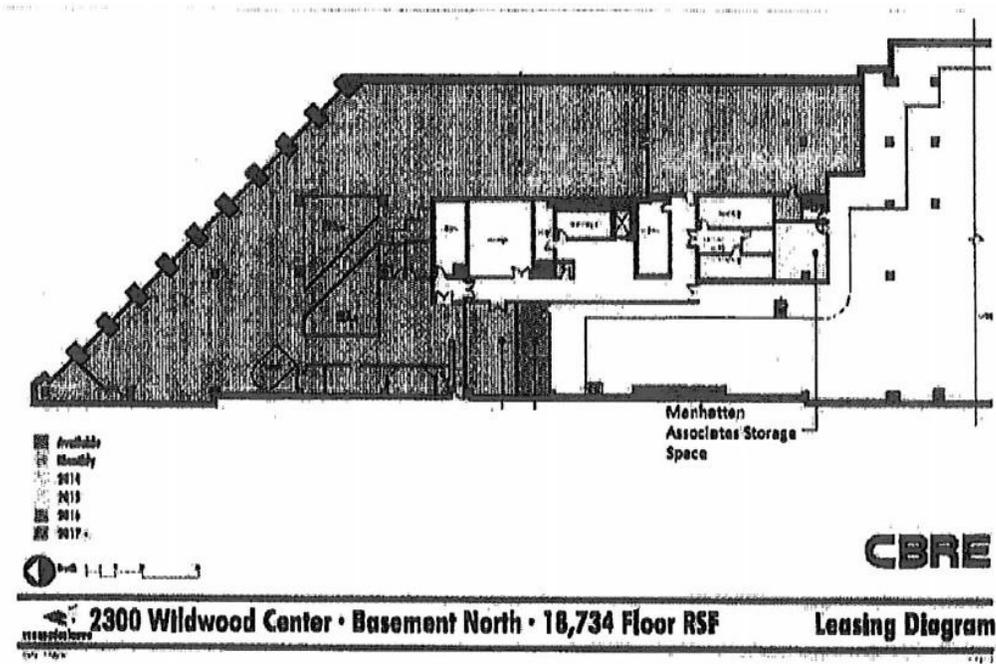
Attest: /s/ Mark McCormick  
Print Name: Mark McCormick  
Title: Senior Director, Contract Administration

[CORPORATE SEAL]

Date signed by Tenant: August 13, 2014

EXHIBIT A-6

STORAGE SPACE



[Drawings, dimensions, plans, boundaries, furniture, fixtures and improvements shown in this Exhibit are for illustrative purposes only and are not intended to indicate the actual square footages, build out or improvements to such space]

## MANHATTAN ASSOCIATES, INC. SUBSIDIARIES

<u>Subsidiaries</u>	<u>Place of Incorporation</u>
Manhattan Associates Limited	United Kingdom
Manhattan Associates Europe B.V.	Netherland
Manhattan Associates France SARL	France
Manhattan Associates GmbH	Germany
Manhattan Associates KK	Japan
Manhattan Associates Software (Shanghai), Co. Ltd.	China
Manhattan Associates Pty Ltd.	Australia
Manhattan Associates Software Pte Ltd.	Singapore
Manhattan Associates (India) Development Centre Private Limited	India
Manhattan Associates, S. de R.L. de CV	Mexico
Manhattan Associates Services, S. de R.L. de CV	Mexico
Manhattan Associates Supply Chain Software, LLC	Georgia, USA

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form S-8 No. 333-60635) pertaining to the Manhattan Associates, Inc. Stock Incentive Plan,
2. Registration Statement (Form S-8 No. 333-45802) pertaining to the Manhattan Associates, Inc. 1998 Stock Incentive Plan,
3. Registration Statement (Form S-8 No. 333-68968) pertaining to the Manhattan Associates, Inc. 1998 Stock Incentive Plan,
4. Registration Statement (Form S-8 No. 333-105913) pertaining to the Manhattan Associates, Inc. Stock Incentive Plan,
5. Registration Statement (Form S-8 No. 333-129272) pertaining to the Manhattan Associates, Inc. Stock Incentive Plan,
6. Registration Statement (Form S-8 No. 333-139598) pertaining to the Manhattan Associates, Inc. Stock Incentive Plan,
7. Registration statement (Form S-8 No. 333-143611) pertaining to the Manhattan Associates, Inc. 2007 Stock Incentive Plan,
8. Registration statement (Form S-8 No. 333-159852) pertaining to the Manhattan Associates, Inc. 2007 Stock Incentive Plan, and
9. Registration statement (Form S-8 No. 333-174499) pertaining to the Manhattan Associates, Inc. 2007 Stock Incentive Plan;

of our reports dated February 5, 2015, with respect to the consolidated financial statements and schedule of Manhattan Associates, Inc. and subsidiaries and the effectiveness of internal control over financial reporting of Manhattan Associates, Inc. and subsidiaries included in this Annual Report (Form 10-K) of Manhattan Associates, Inc. and subsidiaries for the year ended December 31, 2014.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 5, 2015

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO RULE 13a-14(a)/15d-14(a), AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Eddie Capel, certify that:

1. I have reviewed this annual report on Form 10-K of the registrant;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated this 5th day of February, 2015

/s/ Eddie Capel

Eddie Capel, President and Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO RULE 13a-14(a)/15d-14(d), AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Dennis B. Story, certify that:

1. I have reviewed this annual report on Form 10-K of the registrant;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated this 5th day of February, 2015

/s/ Dennis B. Story

Dennis B. Story, Executive Vice President, Chief Financial Officer,  
and Treasurer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

This Certificate is being delivered pursuant to the requirements of Section 1350 of Chapter 63 (Mail Fraud) of Title 18 (Crimes and Criminal Procedures) of the United States Code and shall not be relied on by any person for any other purpose.

The undersigned, who are the Chief Executive Officer and Chief Financial Officer, respectively, of Manhattan Associates, Inc. (the "Company"), hereby each certify that, to the undersigned's knowledge:

1. the Annual Report on Form 10-K of the Company for the twelve month period ended December 31, 2014 (the "Report"), which accompanies this Certification, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. all information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated this 5th day of February, 2015

/s/ Eddie Capel

Eddie Capel, President and Chief Executive Officer

/s/ Dennis B. Story

Dennis B. Story, Executive Vice President, Chief Financial Officer,  
and Treasurer

In accordance with SEC Release No. 34-47986, this Exhibit is furnished to the SEC as an accompanying document and is not deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933. A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

