

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

**FORM S-8  
REGISTRATION STATEMENT**  
*Under  
The Securities Act of 1933*

**DETERMINE, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**77-0432030**  
(I.R.S. Employer  
Identification No.)

**615 West Carmel Drive, Suite 100, Carmel, IN 46032**  
(Address of principal executive offices) (Zip Code)

**Inducement Grant Non-Plan Stock Option Agreement**  
(Full title of the Plan)

**John Nolan**  
**Chief Financial Officer**  
**Determine, Inc.**

**615 West Carmel Drive, Suite 100, Carmel, IN 46032**  
(Name and address of agent for service)

**(650) 532-1500**  
(Telephone number, including area code, of agent for service)

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act.

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**CALCULATION OF REGISTRATION FEE**

<b>Title of Securities to be Registered</b>	<b>Amount to be Registered <sup>(1)</sup></b>	<b>Proposed Maximum Offering Price per Share</b>	<b>Proposed Maximum Aggregate Offering Price</b>	<b>Amount of Registration Fee <sup>(2)</sup></b>
Common stock, \$0.0001 par value	100,000 <sup>(3)</sup>	\$1.68 <sup>(2)</sup>	\$168,000 <sup>(2)</sup>	\$21

- (1) In addition, pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of common stock which become issuable by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration which results in an increase in the number of the outstanding shares of common stock of Determine, Inc. (the "Registrant").
- (2) Estimated solely for purposes of calculating the registration fee pursuant to Securities Act Rules 457(c) and 457(h). The proposed maximum offering price per share, proposed maximum aggregate offering price and the amount of the registration fee are based on the average of the high and low prices of the registrant's shares of common stock on February 12, 2018, as reported on the NASDAQ Capital Market.
- (3) Represents the number of shares of Determine, Inc. common stock that may be issued upon the exercise of the Non-Plan Stock Option granted to Kevin Turner, Senior Vice President – Customer Success, granted as an inducement grant outside of the Determine, Inc. 2015 Equity Incentive Plan (the "2015 Plan") in reliance on NASDAQ Listing Rule 5635(c)(4).

**EXPLANATORY NOTE**

This Registration Statement registers an aggregate of 100,000 shares of common stock, par value \$0.0001 per share ("Common Stock"), of Determine, Inc. (the "Company"). The number of shares registered hereby is 100,000 shares of common stock issuable upon exercise of a compensatory nonqualified inducement stock option (the "Option") granted to Kevin Turner, our Senior Vice President – Customer Success, pursuant to a Non-Plan Stock Option Agreement, to be entered into on or about February 19, 2018, which will be entered into as an inducement award in reliance on NASDAQ Listing Rule 5635(c)(4).

**PART I****Information Required in the Section 10(a) Prospectus**

The documents containing the information specified in "Item 1. Plan Information" and "Item 2. Registrant Information and Employee Plan Annual Information" of this Part I of this Registration Statement will be sent or given to Mr. Turner as specified by Rule 428(b)(1) of the Securities Act. In accordance with the Note to Part I of Form S-8, such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

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## PART II

### Information Required in the Registration Statement

#### Item 3. Incorporation of Documents by Reference

The Registrant hereby incorporates by reference into this Registration Statement the following documents previously filed with the Commission:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended March 31, 2017;
- (b) The Registrant's Quarterly Report on Form 10-Q for the quarter ended December 31, 2017;
- (c) The Registrant's Current Reports on Forms 8-K filed with the Commission on June 6, 2017, June 8, 2017 (excluding item 2.02 and Exhibit 99.1 thereto), June 21, 2017, August 10, 2017 (excluding Item 2.02 and Exhibit 99.1 thereto), September 13, 2017, October 4, 2017, November 9, 2017 (excluding Item 2.02 and Exhibit 99.1 thereto), and February 8, 2018 (excluding Item 2.02 and Exhibit 99.1 thereto); and
- (d) The description of the Registrant's outstanding common stock contained in the Registrant's Registration Statement No. 000-29637 on Form 8-A filed with the Commission on February 22, 2000, pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All reports and definitive proxy or information statements filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents, except for the documents, or portions thereof, that are "furnished" rather than filed with the Commission.

#### Item 4. Description of Securities

Not applicable.

#### Item 5. Interests of Named Experts and Counsel

Not applicable.

#### Item 6. Indemnification of Directors and Officers

Section 102 of the Delaware General Corporation Law, as amended ("DGCL"), allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit.

Section 145 of the DGCL provides, among other things, that the company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the company) by reason of the fact that the person is or was a director, officer, agent or employee of the company or is or was serving at the company's request as a director, officer, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgment, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. The power to indemnify applies (a) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding, or (b) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the company as well, but only to the extent of defense expenses (including attorneys' fees but excluding amounts paid in settlement) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of negligence or misconduct in the performance of his duties to the company, unless the court believes that in light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

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Article IX of our Second Amended and Restated Certificate of Incorporation, as amended to date, provides that a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, to the fullest extent permitted by the DGCL.

Article VI of our Amended and Restated Bylaws provide that we are required to indemnify our directors and officers to the fullest extent permitted by the DGCL. Our Bylaws also provide that we shall advance expenses incurred by a director or officer before the final disposition of any action or proceeding upon receipt of an undertaking from or on behalf of that director or officer to repay the advance if it is ultimately determined that he or she is not entitled to be indemnified. We have entered into and expect to continue to enter into agreements to indemnify our directors and executive officers as determined by the Board of Directors. These agreements generally provide for indemnification for all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by these individuals and arising out of their service as our directors or executive officers (or in certain other capacities at our request) to the fullest extent permitted by the DGCL and to any greater extent that such law may in the future permit. These agreements further provide procedures for the determination of the right to receive indemnification and the advancement of expenses. We believe that these provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

The indemnification provisions contained in our Second Amended and Restated Certificate of Incorporation, as amended, and Amended and Restated Bylaws are not exclusive of any other rights to which a person may be entitled by law, agreement, vote of stockholders or disinterested directors or otherwise. In addition, we maintain insurance on behalf of its directors and executive directors or officers insuring them against any liability asserted against them in their capacities as directors or officers or arising out of such status. The foregoing descriptions are only general summaries.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

The following documents are filed as exhibits to this registration statement, including those exhibits incorporated herein by reference to a prior filing under the Securities Act or the Exchange Act:

<b>Exhibit Number</b>	<b>Description</b>	<b>Form</b>	<b>File No.</b>	<b>Exhibit</b>	<b>Filing Date</b>	<b>Filed Herewith</b>
4.1	<a href="#">Certificate of Incorporation</a>	10-Q	000-29637	3.1	November 16, 2015	
4.2	<a href="#">Amended and Restated Bylaws</a>	8-K	000-29637	3.1	June 21, 2017	
4.3	<a href="#">Amended and Restated Rights Agreement between Registrant and Computershare Trust Company, N.A., as Rights Agent, dated January 2, 2009.</a>	8-K	000-29637	4.1	January 5, 2009	
4.4	<a href="#">Amendment dated as of January 26, 2009, to the Amended and Restated Rights Agreement between Registrant and Computershare Trust Company, N.A. as Rights Agent, dated January 2, 2009.</a>	8-K	000-29637	4.2	January 28, 2009	

4.5	<a href="#"><u>Amendment 2, dated as of April 27, 2009, between Registrant and Wells Fargo Bank, N.A., as Rights Agent, to the Amended and Restated Rights Agreement between Registrant and Computershare Trust Company, N.A., dated January 2, 2009, as amended.</u></a>	8-K	000-29637	4.3	April 29, 2009	
4.6	<a href="#"><u>Amendment 3, dated as of December 28, 2011, between Registrant and Wells Fargo Bank, N.A., as Rights Agent, to the Amended and Restated Rights Agreement between Registrant and the Rights Agent, dated January 2, 2009, as amended.</u></a>	8-K	000-29637	4.4	December 29, 2011	
4.7	<a href="#"><u>Amendment 4, dated as of December 28, 2014, between Registrant and Wells Fargo Bank, N.A., as Rights Agent, to the Amended and Restated Rights Agreement between Registrant and the Rights Agent, dated January 2, 2009, as amended.</u></a>	8-K	000-29637	4.5	December 29, 2014	
4.8	<a href="#"><u>Form of Non-Plan Stock Option Agreement with Kevin Turner</u></a>					X
5.1	<a href="#"><u>Opinion of DLA Piper LLP (US) regarding legality of the shares of common stock being registered.</u></a>					X
23.1	<a href="#"><u>Consent of Independent Registered Public Accounting Firm - Armanino LLP.</u></a>					X
23.2	<a href="#"><u>Consent of DLA Piper LLP (US) (included in Exhibit 5.1 to this Registration Statement on Form S-8).</u></a>					X
24.1	<a href="#"><u>Power of Attorney (included on signature page).</u></a>					X

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Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

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

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

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

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

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

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Camel, State of Indiana on this 16th day of February, 2018.

By: /s/ John K. Nolan  
John K. Nolan  
Chief Financial Officer  
(Principal Financial Officer and Principal Accounting Officer)

## POWER OF ATTORNEY

We the undersigned officers and directors of Determine, Inc., hereby severally constitute and appoint Patrick Stakenas and John Nolan, and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him and in his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or any other Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Patrick Stakenas</u> Patrick Stakenas	Chief Executive Officer and Director (Principal Executive Officer)	<u>February 16, 2018</u>
<u>/s/ John Nolan</u> John Nolan	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	<u>February 16, 2018</u>
<u>/s/ Michael Brodsky</u> Michael Brodsky	Director	<u>February 16, 2018</u>
<u>/s/ Alan Howe</u> Alan Howe	Director	<u>February 16, 2018</u>
<u>/s/ Lloyd Sems</u> Lloyd Sems	Director	<u>February 16, 2018</u>
<u>/s/ Michael Casey</u> Michael Casey	Director	<u>February 16, 2018</u>
<u>/s/ J. Michael Gullard</u> J. Michael Gullard	Director	<u>February 16, 2018</u>
<u>/s/ Bill Angeloni</u> Bill Angeloni	Director	<u>February 16, 2018</u>
<u>/s/ Steven Sovik</u> Steven Sovik	Director	<u>February 16, 2018</u>

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**EXHIBIT INDEX**

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4.8	Form of Non-Plan Stock Option Agreement with Kevin Turner					X
5.1	Opinion of DLA Piper LLP (US) regarding legality of the shares of common stock being registered.					X
23.1	Consent of Independent Registered Public Accounting Firm - Armanino LLP.					X
23.2	Consent of DLA Piper LLP (US) (included in Exhibit 5.1 to this Registration Statement on Form S-8).					X
24.1	Power of Attorney (included on signature page).					X

**DETERMINE, INC.  
NOTICE OF GRANT OF STOCK OPTION**

Determine, Inc. (the "*Company*") has granted you an option (the "*Option*") to purchase certain shares of Stock of the Company. The Option has been granted outside of the Determine, Inc. 2015 Equity Incentive Plan (the "*Plan*") and is subject to the attached Non-Plan Stock Option Agreement (the "*Non-Plan Stock Option Agreement*"); however, as set forth in the Non-Plan Stock Option Agreement, certain provisions set forth in the Plan are incorporated by reference for purposes of administering and interpreting this Option.

**Optionee:** Kevin Turner  
**Date of Grant:** February 13, 2018  
**Number of Option Shares:** 100,000, subject to adjustment as provided by the Option Agreement.  
**Exercise Price:** \$1.53  
**Initial Vesting Date:** February 13, 2019  
**Option Expiration Date:** February 13, 2028. This Option expires earlier if your Service terminates earlier, as described in the Non-Plan Stock Option Agreement.  
**Tax Status of Option:** Non-statutory Stock Option  
**Vested Shares:** Except as provided in the Option Agreement, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the "*Vested Ratio*" determined as of such date as follows:

	<u><b>Vested Ratio</b></u>
Prior to Initial Vesting Date	0
On Initial Vesting Date, provided your Service has not terminated prior to such date	1/4
<u>Plus</u>	
For each additional month of Service from Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/48

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and you agree that the Option is governed by this Grant Notice and by the provisions of the Non-Plan Stock Option Agreement, which is made a part of this document. You represent that you have read and are familiar with the provisions of the Non-Plan Stock Option Agreement, and hereby accept the Option subject to all of its terms and conditions.

**DETERMINE, INC.**

**OPTIONEE**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Address: 615 West Carmel Drive, Suite 100  
 Carmel, IN 46032

\_\_\_\_\_  
 Address

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**Determine, Inc.**

**Non-Plan Stock Option Agreement**

<b>Tax Treatment</b>	This Option is intended to be a Nonstatutory Stock Option, as provided in the Notice of Stock Option Grant, and is not intended to qualify as an Incentive Stock Option under section 422 of the Code.
<b>Non-Plan Grant</b>	This Option is being granted outside of the Plan. However, as set forth below, unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan. In addition, certain provisions set forth in the Plan shall govern the terms, administration, and interpretation of this Option (collectively, the defined terms and provisions are referred to as the “ <i>Applicable Plan Provisions</i> ”). For purposes of this Non-Plan Stock Option Agreement, the following Sections of the Plan, as in effect on the Date of Grant, are hereby incorporated by reference: Sections 2, 3 (other than Section 3.4), 4.4, 6, 12 (other than Section 12.3), 13, 14, 15, and 17, and shall be considered Applicable Plan Provisions for purposes of the Option.
<b>Vesting</b>	<p>This Option becomes vested and exercisable in installments, as shown in the Notice of Stock Option Grant. In addition, this option becomes exercisable as follows in the event that the Company is subject to a Change in Control:</p> <ul style="list-style-type: none"><li>• This Option becomes exercisable in full at the time of the Change in Control unless this Option (a) remains outstanding after the Change in Control, (b) is assumed by the Acquiror, or (c) is replaced by the Acquiror with an award that has substantially the same terms. The determination of whether a replacement award has substantially the same terms as this option will be made by the Committee, and its determination will be final, binding and conclusive.</li><li>• If the preceding paragraph does not apply, and if you are subject to an employment or other service or severance arrangement providing for accelerated vesting of your options, then the provisions of such agreement shall govern.</li></ul> <p>This Option will in no event become exercisable for additional shares after your Service has terminated for any reason.</p>
<b>Term</b>	This Option expires in any event at the close of business at Company headquarters on the day before the 10 <sup>th</sup> anniversary of the Date of Grant, as shown in the Notice of Stock Option Grant. (It will expire earlier if your Service terminates, as described below.)
<b>Regular Termination</b>	If your Service terminates for any reason except death or Disability, then this Option will expire at the close of business at Company headquarters on the date three months after your Service termination date. The Company determines when your Service terminates, as well as the effect of such termination, for this purpose.
<b>Death</b>	If you die before your Service terminates, then this Option will expire at the close of business at Company headquarters on the date 12 months after the date of death.
<b>Disability</b>	If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date 12 months after your termination date.

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<b>Leaves of Absence and Part-Time Work</b>	<p>For purposes of this Option, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. However, your Service terminates when the approved leave ends, unless you immediately return to active work. In addition, the provisions set forth in Section 2.1(aaa) shall govern the treatment of any leave period.</p> <p>Notwithstanding the foregoing, if you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.</p>
<b>Restrictions on Exercise</b>	<p>The Company will not permit you to exercise this Option if the issuance of shares at that time would violate any law or regulation.</p>
<b>Notice of Exercise</b>	<p>When you wish to exercise this Option, you must notify the Company by filing the proper exercise form as described below. Your notice must specify how many shares you wish to purchase. Your notice must also specify how your shares should be registered. The notice will be effective when the Company receives it.</p> <p>If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.</p>
<b>Method of Exercise</b>	<p>Exercise of this Option shall be by means of electronic or written notice (the "<b>Exercise Notice</b>") in a form authorized by the Company. An electronic Exercise Notice must be digitally signed or authenticated by you in such manner as required by the notice and transmitted to the Company or an authorized representative of the Company (including a third-party administrator designated by the Company). In the event that you are not authorized or are unable to provide an electronic Exercise Notice, the Option shall be exercised by a written Exercise Notice addressed to the Company, which shall be signed by you and delivered in person, by certified or registered mail, return receipt requested, by confirmed facsimile transmission, or by such other means as the Company may permit, to the Company, or an authorized representative of the Company (including a third-party administrator designated by the Company). Each Exercise Notice, whether electronic or written, must state your election to exercise the Option, the number of whole shares of Stock for which the Option is being exercised and such other representations and agreements as to your investment intent with respect to such shares as may be required pursuant to the provisions of this Non-Plan Stock Option Agreement. Further, each Exercise Notice must be received by the Company prior to the termination of the Option as set forth above and must be accompanied by full payment of the aggregate Exercise Price for the number of shares of Stock being purchased. The Option shall be deemed to be exercised upon receipt by the Company of such electronic or written Exercise Notice and the aggregate Exercise Price.</p>
<b>Payment of Exercise Price</b>	<p>Except as otherwise provided below, payment of the aggregate Exercise Price for the number of shares of Stock for which the Option is being exercised shall be made (i) in cash, by check or in cash equivalent; (ii) if permitted by the Company and subject to the limitations contained below, by means of (1) a Cashless Exercise, (2) a Net-Exercise, or (3) a Stock Tender Exercise; or (iii) by any combination of the foregoing.</p>

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The Company reserves, at any and all times, the right, in the Company's sole and absolute discretion, to establish, decline to approve or terminate any program or procedure providing for payment of the Exercise Price through any of the means described below, notwithstanding that such program or procedures may be available to others:

(i) **Cashless Exercise.** A "*Cashless Exercise*" means the delivery of a properly executed Exercise Notice together with irrevocable instructions to a broker in a form acceptable to the Company providing for the assignment to the Company of the proceeds of a sale or loan with respect to shares of Stock acquired upon the exercise of the Option in an amount not less than the aggregate Exercise Price for such shares (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System).

(ii) **Net-Exercise.** A "**Net-Exercise**" means the delivery of a properly executed Exercise Notice electing a procedure pursuant to which (1) the Company will reduce the number of shares otherwise issuable to the Participant upon the exercise of the Option by the largest whole number of shares having a Fair Market Value that does not exceed the aggregate Exercise Price for the shares with respect to which the Option is exercised, and (2) you shall pay to the Company in cash the remaining balance of such aggregate Exercise Price not satisfied by such reduction in the number of whole shares to be issued. Following a Net-Exercise, the number of shares remaining subject to the Option, if any, shall be reduced by the sum of (1) the net number of shares issued to you upon such exercise, and (2) the number of shares deducted by the Company for payment of the aggregate Exercise Price.

(iii) **Stock Tender Exercise.** A "**Stock Tender Exercise**" means the delivery of a properly executed Exercise Notice accompanied by (1) your tender to the Company, or attestation to the ownership, in a form acceptable to the Company of whole shares of Stock having a Fair Market Value that does not exceed the aggregate Exercise Price for the shares with respect to which the Option is exercised, and (2) your payment to the Company in cash of the remaining balance of such aggregate Exercise Price not satisfied by such shares' Fair Market Value. A Stock Tender Exercise shall not be permitted if it would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company's stock. If required by the Company, the Option may not be exercised by tender to the Company, or attestation to the ownership, of shares of Stock unless such shares either have been owned by the Participant for a period of time required by the Company (and not used for another option exercise by attestation during such period) or were not acquired, directly or indirectly, from the Company.

**Withholding  
Taxes and Stock  
Withholding**

At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by a Participating Company, you hereby authorize withholding from payroll and any other amounts payable to you, and you otherwise agree to make adequate provision for (including by means of a Cashless Exercise to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company Group, if any, which arise in connection with the Option. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Participating Company Group have been satisfied by you.

In addition, the Company shall have the right, but not the obligation, to require you to satisfy all or any portion of a Participating Company's tax withholding obligations upon exercise of the Option by deducting from the shares of Stock otherwise issuable to you upon such exercise a number of whole shares having a fair market value, as determined by the Company as of the date of exercise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates.

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- Restrictions on Resale** You agree not to sell any Option shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
- Transfer of Option** Prior to your death, only you may exercise this Option. You cannot transfer or assign this Option. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will or a beneficiary designation.
- Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in your Option in any other way.
- Retention Rights** Neither your Option, nor this Non-Plan Stock Option Agreement gives you the right to be retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.
- Stockholder Rights** You, or your estate or heirs, have no rights as a stockholder of the Company until you have exercised this Option by giving the required notice to the Company and paying the exercise price. No adjustments are made for dividends or other rights if the applicable record date occurs before you exercise this Option, except as described in the Plan.
- Adjustments** In the event of a stock split, a stock dividend or a similar change in Company stock, the number of shares covered by this Option and the exercise price per share may be adjusted as described in the Plan.
- Applicable Law** This Non-Plan Stock Option Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to their choice-of-law provisions).
- The Plan and Other Agreements** The portions of the Plan constituting Applicable Plan Provisions are incorporated in this Non-Plan Stock Option Agreement by reference.
- Except with respect to any written service, employment, or severance arrangement specifically referencing the accelerated vesting of equity awards, this Non-Plan Stock Option Agreement and the Applicable Plan Provisions constitute the entire understanding between you and the Company regarding this Option. Except as set forth in the preceding sentence, any prior agreements, commitments or negotiations concerning this Option are superseded. This Non-Plan Stock Option Agreement may be amended only by another written agreement between the parties.

**By signing the cover sheet of this Non-Plan Stock Option Agreement, you agree to all of the terms and conditions described above and in the Applicable Plan Provisions.**

**EXHIBIT 5.1**

DLA Piper LLP (US)  
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East Palo Alto, California 94303-2214  
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www.dlapiper.com

February 16, 2018

Determine, Inc.  
615 West Camel Drive, Suite 100  
Camel, IN 46032

**RE: REGISTRATION STATEMENT ON FORM S-8**

Ladies and Gentlemen:

We have acted as counsel to Determine, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing of a registration statement on Form S-8 (the "Registration Statement") relating to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of 100,000 shares of common stock, par value \$0.0001 per share, of the Company, plus an indeterminate number of shares of stock that may be issued upon stock splits, stock dividends or similar transactions in accordance with Rule 416 of the Securities Act (collectively, the "Shares"), which may be issued upon the exercise of the Company's Non-Plan Stock Option Agreement, to be entered into on or about February 19, 2018, with Kevin Turner (the "Option").

In connection with the foregoing, we have reviewed the Company's Certificate of Incorporation, Amended and Restated Bylaws and such other charter documents and have examined all instruments, documents and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies.

Based on such examination, we are of the opinion that (i) the Shares have been duly and validly authorized and reserved for issuance, and (ii) the Shares, when issued upon exercise of the Option against payment therefor in accordance with the terms and conditions of the Option, will be validly issued, fully paid and nonassessable.

We express no opinion as to any matter other than as expressly set forth above, and no opinion, other than the opinion given herein, may be inferred or implied herefrom. We undertake no, and hereby disclaim, any obligation to advise the Company or anyone else of any change in any matter set forth herein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement, as originally filed or as subsequently amended. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations thereunder.

Very truly yours,  
/s/ DLA Piper LLP (US)

**EXHIBIT 23.1**

**Consent of Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8, and in the Registration Statements (Form S-3 Nos. 333-220361, 333-207910, 333-207841, 333-203355, 333-202579, 333-198148, 333-198149, 333-194246 and 333-189855 and Form S-8 Nos. 333-221516, 333-220573, 333-207911, 333-207912, 333-200708, 333-200709, 333-160486, 333-151686, 333-148041, 333-126306, 333-122708, 333-116449, 333-103622, 333-64246, 333-56576, and 333-32666) of our report dated June 12, 2017 with respect to the consolidated financial statements of Determine, Inc., included in the Annual Report on Form 10-K for the two-year period ended March 31, 2017.

/s/ Armanino LLP  
San Francisco, California  
February 16, 2018