Fill in this information to identify the case:

Debtor   Orexigen Therapeutics, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
                                                                  (State)

Case number   18-10518

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. **This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1:	Identify the Claim

1.	**Who is the current creditor?**	Highpoint Solutions, LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____
2.	**Has this claim been acquired from someone else?**	☑ No ☐ Yes. From whom? _____

3.	**Where should notices and payments to the creditor be sent?** Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	**Where should notices to the creditor be sent?** Highpoint Solutions, LLC Jim Dandy 301 E. Germantown Pike East Norriton, PA 19401, United States Contact phone 610-233-2751 Contact email See summary page Uniform claim identifier for electronic payments in chapter 13 (if you use one): __	**Where should payments to the creditor be sent?** (if different) Contact phone _____ Contact email _____
4.	**Does this claim amend one already filed?**	☑ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5.	**Do you know if anyone else has filed a proof of claim for this claim?**	☑ No ☐ Yes. Who made the earlier filing? _____	

1810518180514052536000220
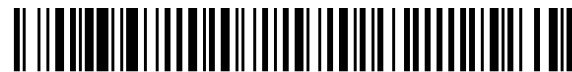
Part 2:	Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☐ No

☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __0495__ ___ ___

7. How much is the claim?

$ __16402.50__ . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

__Services performed__

9. Is all or part of the claim secured?

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed) _____%

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. Is this claim subject to a right of setoff?

☑ No

☐ Yes. Identify the property: _____

Official Form 410   **Proof of Claim**

1810518180514052536000220

12.	**Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No		
	A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Yes. *Check all that apply:*		**Amount entitled to priority**
		☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		$_____
		☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		$_____
		☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).		$_____
		☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		$_____
		☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		$_____
		☐ Other. Specify subsection of 11 U.S.C. § 507(a)(___) that applies.		$_____
		* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

13.	**Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?**	☑ No
		☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.
		$_____

Part 3: **Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date   06/12/2018
               MM / DD / YYYY

     /s/Jim Dandy
        Signature

Print the name of the person who is completing and signing this claim:

Name	Jim Dandy		
	First name	Middle name	Last name
Title	Chief Financial Officer		
Company	HighPoint Solutions, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address			

Contact phone _____   Email _____

Official Form 410   **Proof of Claim**

1810518180514052536000220

KCC ePOC Electronic Claim Filing Summary

Debtor:	
18-10518 - Orexigen Therapeutics, Inc.	
District:	
District of Delaware	

Creditor:	**Has Supporting Documentation:**
Highpoint Solutions, LLC	Yes, supporting documentation successfully uploaded
Jim Dandy	**Related Document Statement:**
301 E. Germantown Pike	
	Has Related Claim:
East Norriton, PA, 19401	No
United States	**Related Claim Filed By:**
Phone:	
610-233-2751	**Filing Party:**
Phone 2:	Creditor
215-601-3812	
Fax:	
Email:	
jim.dandy@highpointsolutions.com	

Other Names Used with Debtor:	**Amends Claim:**
	No
	Acquired Claim:
	No

Basis of Claim:	**Last 4 Digits:**	**Uniform Claim Identifier:**
Services performed	Yes - 0495	

Total Amount of Claim:	**Includes Interest or Charges:**
16402.50	No

Has Priority Claim:	**Priority Under:**
No	

Has Secured Claim:	**Nature of Secured Amount:**
No	**Value of Property:**
Amount of 503(b)(9):	
No	**Annual Interest Rate:**
Based on Lease:	
No	**Arrearage Amount:**
Subject to Right of Setoff:	**Basis for Perfection:**
No	**Amount Unsecured:**

Submitted By:
Jim Dandy on 12-Jun-2018 3:52:15 p.m. Eastern Time
Title:
Chief Financial Officer
Company:
HighPoint Solutions, LLC

HighPoint SOLUTIONS

Invoice #27573
Date: Jan 19, 2018
Terms: Net 30
Due: Feb 23, 2018
Project: Orexigen_Veeva QMS Validation (Inactive)
Agreement:

To	From
Orexigen Therapeutics, Inc.	HighPoint Solutions, LLC
Attn: Accounts Payable	301 E Germantown Pike
3344 N Torrey Pines Corut	East Norriton, PA 19401
Suite 200	United States of America
La Jolla, CA 92037	

Service	User	SOW Role	Date	Hours	Rate	Total
Professional Services						
	Rebecca Melvin					
		Validation Lead	12/03/2017 - 12/09/2017	32.00	135.00/Hr	4,320.00
		Validation Analyst or Specialist	12/10/2017 - 12/16/2017	32.00	120.00/Hr	4,110.00
		Validation Analyst or Specialist	12/17/2017 - 12/23/2017	28.00	120.00/Hr	3,360.00
		Validation Analyst or Specialist	12/24/2017 - 12/30/2017	8.00	120.00/Hr	960.00
			Sub-total	**100.00**		**USD 12,750.00**

	Total	USD 12,750.00
	Total payments to date	USD 0.00
	Amount Due	**USD 12,750.00**

Tax ID: 20-5090442
Wire and ACH Payment information:
ABA/Routing Number 031000053 Account Number 8616162506
Please reference your invoice number.

HighPoint SOLUTIONS

Invoice #27684

Date: Feb 1, 2018

Terms: Net 30

Due: Mar 8, 2018

Project: Orexigen, Office 365 Support and Assessment (Inactive)

Agreement:

To	From
Orexigen Therapeutics, Inc.	HighPoint Solutions, LLC
Attn: Accounts Payable	301 E Germantown Pike
3344 N Torrey Pines Corut	East Norriton, PA 19401
Suite 200	United States of America
La Jolla, CA 92037	

Service	Description	Date	Total
Professional Services			
	Ongoing Support		750.00
		Total	**USD 750.00**
		Total	USD 750.00
		Total payments to date	USD 0.00
		Amount Due	**USD 750.00**

HighPoint SOLUTIONS

Invoice #27996
Date: Feb 9, 2018
Terms: Net 30
Due: Mar 16, 2018
Project: Orexigen_Veeva QMS Validation (Inactive)
Agreement:

To	From
Orexigen Therapeutics, Inc.	HighPoint Solutions, LLC
Attn: Accounts Payable	301 E Germantown Pike
3344 N Torrey Pines Corut	East Norriton, PA 19401
Suite 200	United States of America
La Jolla, CA 92037	

Service	User	SOW Role	Date	Hours	Rate	Total
Professional Services						
	Brendan Hocker					
		Validation Analyst or Specialist	01/07/2018 - 01/13/2018	8.00	120.00/Hr	960.00
		Validation Analyst or Specialist	01/14/2018 - 01/20/2018	6.00	120.00/Hr	720.00
	Rebecca Melvin					
		Validation Analyst or Specialist	01/07/2018 - 01/13/2018	6.00	120.00/Hr	720.00
		Validation Analyst or Specialist	01/14/2018 - 01/20/2018	2.00	120.00/Hr	240.00
			Sub-total	**22.00**		**USD 2,640.00**
					Total	USD 2,640.00
					Total payments to date	USD 0.00
					Amount Due	**USD 2,640.00**

HighPoint SOLUTIONS

Invoice #28207
Date: Mar 1, 2018
Terms: Net 30
Due: Apr 5, 2018
Project: Orexigen, Office 365 Support and Assessment (Inactive)
Agreement:

To	From
Orexigen Therapeutics, Inc.	HighPoint Solutions, LLC
Attn: Accounts Payable	301 E Germantown Pike
3344 N Torrey Pines Corut	East Norriton, PA 19401
Suite 200	United States of America
La Jolla, CA 92037	

Service	Description	Date	Total
Professional Services			
	Ongoing Support		750.00
		Total	USD 750.00
		Total	USD 750.00
		Total payments to date	USD 487.50
		Amount Due	USD 262.50

Tax ID: 20-5090442
Wire and ACH Payment information:
ABA/Routing Number 031000053 Account Number 8616162506
Please reference your invoice number.

EXHIBIT A

SOW NUMBER No. 4

This SOW Number Four (4) ("*SOW No.* 4") is entered into by and between **HighPoint Solutions, LLC** ("*Provider*" or "*HighPoint*") and **Orexigen Therapeutics, Inc.** ("*Orexigen*" or "*Customer*"), effective as of October 16, 2017 ("*Effective Date*"), with reference to the following:

WHEREAS, Orexigen and Provider have entered into a Master Services Agreement dated as of March 29, 2017 ("*Agreement*"); and

WHEREAS, Provider has agreed to provide to Orexigen the Services described in this SOW No. 4.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth herein and in the Agreement, the parties hereto agree as follows:

1.   **SOW.** This is a "SOW" under the Agreement and this SOW No. 4 and the Services are subject to the terms and provisions of the Agreement. Capitalized terms shall have the same meaning set forth in the Agreement, unless otherwise defined in this SOW.

2.   **Services.**

2.1   **Background and Description of Services**

Customer has requested that HighPoint provide advisory services on the Office 365 Platform including usage and governance and ongoing Tier 2/3 Microsoft Office 365 support. Prior to ongoing support, the project will begin with support transition activities, which are estimated to take two (2) weeks and include project preparation, due diligence, environment setup, knowledge transfer, and transition closeout.

This project will be approximately thirteen (13) months in duration beginning on October 16, 2017 for a fee of **$14,200** inclusive of expenses.

2.2   The provision of any additional services by Provider shall be mutually agreed upon in writing as evidenced by an amendment to this SOW or separate SOW signed by an authorized agent of Provider and Orexigen. Changes in scope shall be approved in advance by Orexigen and set forth in an amendment to this SOW.

3.   **Approach and Scope of Work**

3.1   **Objectives**

The following are the objectives of the project:
- Perform an assessment of Orexigen's current Office 365 environment and usage
- Provide advisory services on the usage, adoption and governance of the Office 365 platform (SharePoint, Teams, Yammer, OneDrive for Business, Office 365 Groups, Planner, Sway, Delve, and Video)

- Provide Level 2 and Level 3 support for Orexigen Microsoft Office 365 tenant which will include the activities listed in section 3.3

3.2 Schedule

The following outlines the high-level timeline for this project (further detailed in the sections below).

Phase	Start	End
Transition Phase	10/16/17	10/20/17
Assessment Phase	10/23/17	10/31/17
Ongoing Support Phase	11/01/17	10/31/18

3.3 Activities

Activities	Activity Description
Transition Phase	
Review Transition	• Onboard team members
	• Review existing documentation, including work instructions ("WI"s), standard operating procedures ("SOP"s)
	• Develop system support plan ("SSP")
Assessment Phase	
Current Environment Assessment	• Assess the Office 365 platform at Orexigen including existing sites, Yammer, OneDrive, groups and teams usage
	• Examine tenant security settings (Secure Score)
	• Observe data governance and compliance features setup in the tenant

Report Development	• Develop internal assessment report ("Assessment Report")
	   o Document findings and current state
	   o Provide a set of prescriptive guidelines for the usage of SharePoint, Yammer, teams and groups
	   o Provide a set of prescriptive guidelines for O365 to secure and govern the platform

Ongoing Support Phase	
Office 365 L2 Admin Support	• Address content owner and content author issues related to content updates
	• Answer advanced "how to" questions
	• Address content or site owner issues related to available web parts
	• Perform new site creation, based on existing templates
	• Permissions best practices including external accounts
	• Guide users through OneDrive and Office 365 groups
	• Guide IT through more advanced functions and features of SharePoint, including: advanced search, structured document management and Intranets
	• Create new lists, document libraries or adding web parts as needed
	• Guide users through metadata based tagging
	• Troubleshoot user profile issues
	• Move, rename or update documents if needed
	• Unlock documents or transfer ownership

Activities	Activity Description
	• Training for new site owner and deputies that have not yet been trained. • Manage (create, delete, modify, as necessary) external users via Azure directory
Office 365 L3 Admin Support	• Provide advanced threat protection (Anti-spam, phishing configuration, threat protection) • Provide advanced security and compliance guidance (including e-discovery, data loss prevention ("DLP"), mailbox search, transport rules, mail flow, journaling, archiving, retention, litigation hold and reporting) • Assess O365 Security Score and make recommendations and execute actions to achieve target score • Provide guidance on the application suite of Office 365 such as teams, Yammer, forms, flow, OneDrive for Business, Office 365 groups, planner, tasks, Sway, forms, Delve, video, PowerApps, PowerBI and OneNote • Develop data governance strategies for content (data leakage, exfiltration, infiltration, external sharing, mobile device management) • Perform minor enhancements that are less than four (4) hours in effort per month • Create new simple site templates on an as needed basis • Perform technical design creation, development, and unit testing • Perform system and regression testing • Assist with new feature quality control on the Office 365 platform • Troubleshoot any custom web parts/code and escalate to developers as needed • Participate in the monthly Office 365 review meeting to highlight new features • Advanced message tracking/reporting • Exchange federation with other organizations • Triage/escalate to Microsoft as needed

3.4 Deliverables due under this SOW No. 4 are:

Deliverables	Description	Acceptance By
Transition Phase		
Knowledge Transition	• SSP describing the HighPoint procedures, contact information, SLAs and WIs • Change management procedure • Emergency escalation • Incident management	Chad Johnson
Assessment Phase		
Assessment Report	• Document the findings of the assessment of Orexigen's Office 365 environment, with a focus on SharePoint, Yammer, Teams and Groups. • Recommend Office 365 features, usage, adoption and governance best practices	Chad Johnson

3.5   Service Level Agreements

A Service Level Agreement or SLA is a formal commitment between Customer and HighPoint that identifies certain service levels or performance standards that the combined HighPoint team must either meet or exceed. The SLA is not an event or deliverable, but rather a framework for an ongoing process of defining, measuring, refining and implementing IT standards and metrics in the Customer's environment. As to its content, a Service Level Agreement:

- Delineates in detail those services to be supplied and on which the user can depend
- Documents service levels users should experience in the execution of those services, including when problems or questions arise
- Identifies roles and specifies responsibilities of the user and managed services support team
- Details problem resolution paths for users and managed services support team
- Details the methods by which the Service levels will be measured, reported, and linked to business objectives
- Includes a comprehensive, workable, and streamlined SLA change management process
- Specifies the rewards for exceeding and the consequences for failure to meet the terms of the contract (a "Performance Credit")

3.6   Definitions

Term	Description
Incident	Any event that disrupts or potentially disrupts regular business operations.
Service Request	Requests which are not incidents, but could be "How to ..." or "Please do this for me". Service requests for example, are requests for new functionalities, which are actually change requests. But for the user, these are requests for service.
Response Time	Response time is the time taken to acknowledge receipt of an Incident or Service Request with details on the assigned individual and an estimate to completion. The response goes to the initiator.
Resolution Time	Resolution time is the time taken to define the path to closure of the Incident or Service Request.

3.7   Incident Priority Matrix

		Low	Medium	High
Impact	Low	Low	Low	Medium
	Medium	Low	Medium	Medium
	High	Medium	High	High

	Urgency	Impact
Low	Outage or performance degradation of service which does not affect organization's ability to do business. Easy workaround possible, not work stoppage or service disrupting. Resolution not time sensitive.	Single user affected or <5% of users. Outside service operation hours, affects only IT operations.
Medium	Outage or degradation of service with minimal business impact. Complex workaround. Resolution is time sensitive.	Few users affected.
High	Partial or noticeable degradation of core services. Work stoppage situation for an individual or group. Workaround required ASAP.	Many users or department affected. VIP User affected in any way.

3.8   Service Levels for Incidents (I)

Severity	Parameters	Standard SLA	Metric	Performance Credit
High	Response Time	<=4 hours	95%	3%
	Resolution Time	<=4 hours during hours of operation		
	Communication	Every four (4) hours		
Medium	Response Time	<=8 consecutive hours during hours of operation	95%	3%
	Resolution Time	All hands 12x5 until resolved		
	Communication	Every 8 hours during hours of operation		
Low	Response Time	<=8 hours during hours of operation	95%	3%
	Resolution Time	<=16 consecutive hours during hours of operation		
	Communication	Every two (2) business days		

3.9   Service Levels for Service Requests (S)

Severity	Parameters	Standard SLA	Performance Credit
High	Response Time	<=4 hours during hours of operation	3%
	Resolution Time	As agreed upon by estimates (based on prioritization)	
	Communication	Daily or as needed	
Medium	Response Time	<=8 hours during hours of operation	3%
	Resolution Time	As agreed upon by estimates (based on prioritization)	
	Communication	Daily	
Low	Response Time	<=16 hours during hours of operation	

	Resolution Time	As agreed upon by estimates (based on prioritization)	3%
	Communication	Weekly	

3.10   Service Level Reports

HighPoint will provide the following Service Level Reports meant to help Customer manage HighPoint's performance within the term of this SOW.

Description	Parameters	Standard SLA	Service Goal
Status Reporting	Weekly status report providing a summary of issue, problem and service request resolution	Delivered on the first working day after the completed week	99%
Daily Status	Daily updates on all High tickets created or still not resolved. Follow up on unsatisfactory Customer survey results with a report of findings.	Daily	99%

SLA Reporting	Monthly SLA summary report:
	• SLA Violations
	• Number of repeated SLA violations
	• Ticket Metrics:
	  o Incident volumes
	  o Service request volumes
	  o Ticket response times
	  o Ticket response time trends
	  o Ticket volumes
	  o Ticket volume trends
	• Ticket component trends and percentages
		Delivered on the seventh workday of each month	99%

Hours of Operation	Hours of operation (8AM to 6PM PT)		100%

3.11   Sample Volumetrics Table (to be determined during the Transition Phase)

Number of Tickets (Monthly)				
	PRIORITY	FLOOR (-20%)	AVERAGE	CEILING (+20%)
Incidents	High	2	3	4
	Medium	2	3	4
	Low	4	5	6
Total:		**8**	**11**	**14**
Service Requests	High	3	4	5
	Medium	4	6	8
	Low	10	12	14
Total:		**17**	**22**	**27**

3.12   Performance Credit

Should HighPoint not meet the monthly Service Level goals as defined on any of the Service levels in the table above, HighPoint will provide a Performance Credit to Customer equivalent to 3% of the recurring monthly base fee for each Service Level that did not meet the requirements (up to, but not exceeding 20%

of one (1) monthly payment). The Performance Credit will be applied toward the following monthly invoice.

If HighPoint's monthly Service Level performance is equal to or greater than the Expected Service Level for that Service for the subsequent three (3) months, following a service level failure HighPoint will earn back 100% (one hundred percent) of the Performance Credits previously forfeited for that Service Level.

At the end of the Term or at the effective date of termination, any Performance Credits that are subject to earn back will be considered forfeited.

3.13 Staffing

The following is a list of resource(s) necessary to complete the project.

HighPoint

Role	Responsibilities
Delivery Lead/Architect	- Leads the HighPoint IaaS effort - Is responsible for achievement of all SLAs - Is responsible for HighPoint activities and deliverables - Is responsible for escalation of issues to Customer contacts as needed - Provides direction and prioritization to HighPoint team - Is responsible for HighPoint compliance with Customer policies and procedures - Performs SLA monitoring - Provide SLA reporting - Provides quarterly Customer satisfaction survey review - Reports on trend analysis including but not limited to the following (tickets, CPU, disk) - Customizes reports created during Transition Phase - Provides a governance Plan - Attends governance meetings
Office 365 Administrator	- Level 2 and 3 support and administration - Tenant configuration, security settings - Ticket management - Ticket intake via calls, email, self-serve, Customer's ticketing system - Guidance and training to service desk
Office 365 Subject Matter Expert ("SME")	- Advisory services on Office 365 best practices, usage and adoption - Leveraging the platform and its suite of applications for various scenarios - Advisory services on life sciences use cases on document management, partner collaboration, workflow based automation and review/approval process - Advise and implement governance on the Office 365 platform - Provide guidance on DLP, archiving, retention, and e-discovery - Participate in the gap analysis and planning exercises for future state including Intranet development, content migration to Office 365 and portal development

At HighPoint's sole discretion, if and as necessary, other appropriately qualified HighPoint personnel may be assigned to this project; such assignment will not affect HighPoint's fee for the Services described herein unless additional resources are both warranted and approved by Customer.

Customer

Role	Responsibilities
Project Manager	• Confirms availability of resources, schedules meetings with required Customer personnel • Approves deliverables and receives status • Works with the HighPoint Delivery Manager to mitigate project risks • Confirms internal Orexigen alignment with the goals and activities of the project
Project Sponsor	• Receives project status • Assists HighPoint and Customer with risk mitigation and issue resolution

4. Project Management

This SOW will establish the three (3) project constraints: schedule, budget and scope. The following sections describe the management processes that will be used to keep track of and control these constraints.

4.1 Communication

The HighPoint SME will work with Orexigen's Project Manager to review:
- Significant issues/actions taken/recommend resolutions
- A summary of the project's status and progress towards deliverables
- Budget status

A weekly meeting will be established with the Orexigen Project Manager to review this status report.

4.2 Project Progress

A project plan that identifies activities, resources and schedule will be maintained by the HighPoint SME. The plan will include work activities assigned to team members from HighPoint as well Orexigen, as applicable. The plan will be updated regularly and will be the basis for determining the project's status in regard to schedule and budget.

4.3 Issues

When identified, significant issues will be logged and assigned a:
- Description
- Priority
- Status
- Responsibility
- Time frame for resolution
- Impact if not resolved
- And, when possible, a recommended resolution

A review of the open issues will be a part of the status meeting, but issues will also be raised to the project sponsor when appropriate. Issues will be tracked to resolution in partnership with the Orexigen Project Manager.

4.4   Change Order Procedure

Establishing a mechanism to deal with change is critical to the successful management of the project constraints, and therefore the success of the overall project. This SOW serves as the baseline to determine if a change is required and change occurs when there is a variance to the assumptions and/or deliverables defined within this SOW. Examples include:
- Additional activities or work products
- Assumptions not remaining valid
- Change in participation by Customer team members

Changes identified by the HighPoint SME will be discussed with the Orexigen Project Manager and documented in the form of a change order (each a "Change Order") request. The Change Order will include a description of the change, impact to the schedule and cost associated with the change

Once approved, the Change Order will be an addendum to this SOW and, together with the SOW, will be the new project baseline. All work products will be updated to reflect the change.

5.   Deliverable Acceptance Criteria

Upon completion of any Deliverable prepared by HighPoint, HighPoint shall deliver the same to Customer. HighPoint's delivery of a Deliverable to Customer shall constitute a representation by HighPoint that it has conducted a review of the Deliverable and believes it meets the Customer's requirements. Customer shall then have the right to conduct any review of the Deliverable as Customer shall deem necessary or desirable. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have five (5) business days after HighPoint's submission to give written notice to HighPoint specifying the deficiencies in reasonable detail. HighPoint shall use reasonable efforts to promptly cure any such deficiencies within five (5) business days. After completing any such cure, HighPoint shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

6.   Assumptions

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. The following guidelines need to be followed by Customer or the project cost and/or schedule will likely be impacted:
- Business issues must be resolved within five (5) business days from identification or the parties will jointly establish a plan to resolve the issue with potential impact analysis of timeline and budget.
- Business decisions must be made within five (5) business days from request.
- Customer shall provide the following to HighPoint personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Customer's facilities and relevant information, including all necessary software, hardware and documentation; and (iii) timely assistance in the correction of any hardware or software problems that would affect the performance of Services.

- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist HighPoint personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist HighPoint with any other activities or tasks required to complete the Services in accordance with this SOW.
- Customer agrees that the work schedule described herein represents HighPoint's current best estimate and is subject to possible change due to circumstances beyond HighPoint's direct control and/or new or additional information discovered during the course of the project. Further, Customer understands and acknowledges that HighPoint's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Customer, the timeliness of Customer management decisions, and the performance of Customer and Customer's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If the Services require HighPoint to access or use any third party software products provided or used by Customer, Customer warrants that it shall have all rights and licenses of third parties necessary or appropriate for HighPoint to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of HighPoint and to indemnify, hold harmless and defend HighPoint from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from HighPoint's access to or use of such third party products.
- Development of new user interfaces for SharePoint sites will be out of scope for this SOW.
- Development of IRM Policy Templates for SharePoint sites or document libraries will be out of scope for this SOW.
- Content migration or content re-organization by way of site moves will be out of scope for this SOW.
- User requests that require development will be raised to Orexigen's Project Manager for consideration.
- Native Office 365 reporting features will be used; requests beyond the native platform capabilities may require the purchase of a reporting tool by Orexigen.
- OKTA or Azure development will be out of scope for this SOW.
- Setting up and configuring a records center is not in scope.
- Intune device management, Skype for Business implementation and Dynamics 365 are not included in scope.
- Native audit trail data (audit logs) will be used.
- PowerShell based enhanced reporting will be priced separately.
- Integrations with 3rd party systems are not included in scope.
- Integrations with SSO or third security products is not included in scope.
- Third party archive solutions are not included in scope.
- Non-Office 365 migration is not included in scope.
- Custom API based monitoring or Netskope administration is not in scope.

Monthly support is based off five (5) hours per month. Customer may request in writing additional support that will be billed at an hourly rate of $175.

7. **SOW Term; Timeline.** Services to be performed under this SOW No. 4 are scheduled to begin on or about October 16, 2017 and, unless earlier terminated by the parties in

accordance with the Agreement, will continue until the Services are fully performed, approximately one (1) year ("*SOW Term*"). If the Agreement terminates but this SOW No. 4 has not been terminated, the Services shall continue until completion and the terms of the Agreement will continue to apply to this SOW No. 4.

8. Fees.

8.1 This is a Fixed Price engagement where HighPoint will bill Customer for its Services, as defined within this SOW, $14,200. Customer is also responsible for all travel and out of pocket expenses, however no expenses are anticipated for this SOW.

8.2 Billing Schedule

HighPoint will bill Customer based on the /schedule defined below.

Invoice Date/Description	Invoice Amount
Completion of Transition Phase (One Time, October 2017)	$1,700
Completion of Assessment Phase (One Time, October 2017)	$3,500
Ongoing Support on the first of the month for twelve (12) months (November 2017-October 2018)	$750

8.3 Expenses and Travel.

8.3.1 Orexigen will reimburse Provider for reasonable expenses incurred in the performance of the Services. Provider will use commercially reasonable efforts to minimize reimbursable costs and expenses. All expenses will be reimbursed at cost, without additional markup.

8.3.2 Travel expenses shall be reimbursed to the extent they conform to the following limits unless otherwise approved by Orexigen in advance and in writing:

Description	Limit
Air Travel	Coach/Economy, unless pre-approved by a Vice President of Orexigen
Lodging	Reasonably prices hotels (Courtyard, Hyatt or Similar)
Meals	$85/day
Rental Car/Taxi	Economy class or similar
Personal auto	Reimbursed at the legal rate established by the applicable taxing authority

Orexigen will not reimburse Provider for entertainment expenses. Provider must provide copies of receipts for any single expense incurred greater than seventy-five US dollars (USD $75.00). Provider will submit supporting receipts to Orexigen along with an invoice for Orexigen's approval.

Provider is expected to arrange all approved travel through Orexigen's designated agent Frosch Entertainment ("Frosch") (or any successor agent identified by Orexigen to Provider) by calling +1-212-784-0363 or emailing Christine Coleman at christine.coleman@frosch.com. Provider's personnel must indicate that he/she is not an Orexigen employee and provide a credit card for all travel reservations. Frosch has been

instructed to book reservations that conform to Orexigen's travel policy. If Provider is unable to arrange travel through Frosch, Provider must receive Orexigen's written consent before arranging its own travel.

8.4   All invoices will be paid within 30 of receipt of invoice, in accordance with Section 4.2 of the Agreement.

8.5   Fees under this SOW No. 4 shall not exceed fourteen thousand two hundred dollars (USD $14,200) inclusive of expenses without the prior written approval of Orexigen.

9.   SOW Representatives; Orexigen and Provider Designee(s).

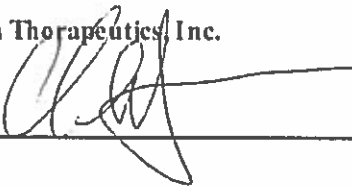9.1   The representatives for Provider and Orexigen for purposes of this SOW No. 4 are set forth below:

Company	Name	Title	Phone Number	Email
Customer Business	Chad Johnson	Chief Information Officer	858.875.4931	cjohnson@orexigen.com
HighPoint Practice Lead	Santanu Sen	VP Collaboration	908.922.7932	Santanu.sen@highpointsolutions.com
HighPoint Business	Michiel Kok	Account Executive	760.815.6143	Michiel.kok@highpointsolutions.com
HighPoint Administrative	Virginia Bianchi	Sr. Manager, Outsourcing Operations	610.233.2567	Virginia.bianchi@highpointsolutions.com

IN WITNESS WHEREOF, the parties hereto have caused this SOW No. 4 to be duly executed as of the Effective Date herein above set forth.

Orexigen Therapeutics, Inc.   HighPoint Solutions, LLC

By: _____   By: _____
                                                          5A42C31FDE8C4C1

Name: CHAD JOHNSON   Name: Brandon McKay

Title: VP, CIO   Title: Executive Vice President, Outsourcing

Orexigen Legal

EXHIBIT A

SOW NUMBER No. 05

This SOW Number 05 (*"SOW No. 05"*) is entered into by and between HighPoint Solutions, LLC. (*"Provider"* or "HighPoint"), Orexigen Therapeutics, Inc. and Orexigen Therapeutics Ireland Limited (collectively, *"Orexigen"*), effective as of October 9, 2017 (*"Effective Date"*), with reference to the following:

WHEREAS, Orexigen and Provider have entered into a Master Services Agreement dated as of March 29, 2017, as amended by Amendment No. 1 effective October 9, 2017 (collectively, *"Agreement"*); and

WHEREAS, Provider has agreed to provide to Orexigen the Services described in this SOW No. 05.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth herein and in the Agreement, the parties hereto agree as follows:

1.   SOW. This is a "SOW" under the Agreement and this SOW No. 05 and the Services are subject to the terms and provisions of the Agreement. Capitalized terms shall have the same meaning set forth in the Agreement, unless otherwise defined in this SOW.

2.   Services.
2.1   **Background and Description of Services**
Orexigen has requested a validation lead and analyst to validate the implementation of Veeva QMS. Orexigen is deploying the following two (2) modules within Veeva QMS: Customer Complaints and Change Control. The following deliverables will be in-scope and produced by HighPoint resources and approved by Orexigen:
- UAT/PQ Test Plan
- UAT/PQ Test Scripts

In addition to producing the above documents, HighPoint will execute the UAT/PQ scripts and also provide creation guidance to Orexigen on the following documents:
- Validation Plan
- Configuration Specification
- Traceability Matrix
- Validation Summary Report

Provider estimates this project will begin on or about October 9, 2017 and last approximately eight (8) weeks for an estimated fee of **$16,350** exclusive of expenses.

2.2   The provision of any additional services by Provider shall be mutually agreed in an SOW signed by an authorized agent of Provider and Orexigen. Changes in scope shall be approved in advance by Orexigen and set forth in an amendment to this SOW.

3.   SOW Term; Timeline. Services to be performed under this SOW No. 05 are scheduled to begin on October 9, 2017 and, unless earlier terminated by the parties in accordance with the Agreement, will continue until December 31, 2017 unless otherwise agreed to by the parties in writing (*"SOW Term"*). If the Agreement terminates but this SOW No.05 has not been

terminated, the Services shall continue until completion and the terms of the Agreement will continue to apply to this SOW No. 05.

4. Fees.

4.1 Orexigen shall pay Provider at the rates set forth below for necessary resources to complete the project:

Role	Hours	Fees
Validation Lead	50	$135
Validation Analyst	80	$120

4.2 Expenses and Travel. At this time, there are no expected expenses for this engagement.

4.3 All invoices will be paid in accordance with Section 4.4 of the Agreement.

4.4 Fees under this SOW No. 05 shall not exceed $16,350 without the prior written approval of Orexigen.

5. SOW Representatives; Orexigen Designee(s).

5.1 The representatives for Provider and Orexigen for purposes of this SOW No. 05 are set forth below:

For Provider:

Name: Rob Lorence

Phone: 215-356-6733

Email: Robert.Lorence@highpointsolutions.com

For Orexigen:

Name: Laji Kattungal

Phone: 858-875-8600

Email: lkattungal@orexigen.com

5.2 The following Orexigen Designee(s) are authorized to receive communications under the Agreement and this SOW. Orexigen Designee(s) are not authorized to act, represent, or obligate Orexigen in any manner without the express written authorization of Orexigen.

Orexigen Designee(s)

Orexigen: Not Applicable

Name:

Phone:

Email:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this SOW No. 05 to be duly executed as of the Effective Date herein above set forth.

Orexigen Therapeutics, Inc.

By: _____

Name: Armando Cortes

Title: Vice President, Quality

HighPoint Solutions, LLC.

By: Rob Lorence

Name: Robert Lorence

Title: VP, Quality & Compliance

Orexigen Therapeutics Ireland Limited

By: _____

Name: Rodney O'Rourke

Title: Director

Orexigen Legal
RP