

STATEMENT OF WORK NO. 4

This Statement of Work is entered into on September 2, 2026 between Fairmount Dental Group PC, an Ohio professional corporation (the "Client"), and Tenpenny Systems LLC, an Ohio limited liability company (the "Provider").

It is issued under the Master Services Agreement between the parties dated January 14, 2026 (the "MSA"). The MSA governs confidentiality, data protection, insurance, limitation of liability, and termination for breach. If this Statement of Work and the MSA conflict, the MSA controls except where this document names the MSA term it replaces.

1. Background and objective

The Client runs 4 dental practices in Ohio on separate scheduling systems. The Provider will consolidate them onto 1 hosted patient portal, migrate records from the 3 legacy systems, and train staff at each location.

2. Scope of services

Phase 1, discovery: interview staff at each location, document the current booking rules, and produce a data mapping for the 3 legacy databases.
Phase 2, build and migration: configure the portal, migrate the records, run 2 test migrations, and run 1 production migration in a weekend cutover.
Phase 3, training and handover: train up to 40 staff in 6 sessions, deliver written procedures, and provide 30 days of support after go-live.
Out of scope: hardware purchases, network cabling, insurance-claim clearing-house integration, and any change to the Client's accounting system.

3. Deliverables and dates

D1 Discovery report and data mapping - October 2, 2026
D2 Configured portal in a test environment - November 6, 2026
D3 Test migration report covering 2 runs - December 4, 2026
D4 Production cutover and go-live - January 10, 2027
D5 Training materials and 6 completed sessions - January 30, 2027
The Client has 5 business days to accept or reject each deliverable in writing, with reasons. A deliverable not rejected in that window is accepted.

4. Fees

The fixed fee for the scope above is \$84,500. Work outside that scope, and

training sessions beyond the 6 included, are billed at \$145 per hour. Travel to Client locations is billed at cost, capped at \$3,000 for the whole project, with receipts attached to each invoice.

5. Payment schedule

\$16,900 on signing this Statement of Work

\$21,125 on acceptance of D1

\$21,125 on acceptance of D3

\$25,350 on acceptance of D5

Invoices are due within 30 days of the invoice date. Amounts unpaid after 30 days accrue interest of 1% per month, and the Provider may pause work after 10 days written notice of non-payment.

6. Client responsibilities

The Client will name 1 project contact with authority to make decisions, provide database exports within 5 business days of a written request, make staff available for interviews and training, and approve the cutover weekend at least 21 days in advance. A delay caused by the Client moves the dates in Section 3 by the length of that delay.

7. Change requests

Either side may request a change to the scope, the dates, or the fees. A change takes effect only when both sides sign a written change order stating the revised scope, the revised dates, and the revised fee. The Provider is not obliged to begin changed work before that change order is signed.

8. Term

This Statement of Work starts September 8, 2026 and ends when D5 is accepted and paid for, or on March 31, 2027, whichever comes first. Either side may end it with 30 days written notice, and the Client pays for the work completed and the expenses incurred up to the end of the notice period.

9. Intellectual property

On receipt of full payment, the Provider assigns to the Client the configuration files, data mappings, written procedures, and training materials produced under this Statement of Work. The Provider keeps ownership of its pre-existing tools, scripts and templates, and grants the Client a perpetual, non-exclusive licence to use them as part of the deliverables. Patient data belongs to the Client at all times and is handled under the data protection terms of the MSA.

10. Notices

Notices under this Statement of Work go by email to the people signing below, with a copy by post to each side's registered address.

Fairmount Dental Group PC

Signature: _____ **Date:** _____

Name: Amara Delgado, Managing Partner

Tenpenny Systems LLC

Signature: _____ **Date:** _____

Name: Ruth Ashcombe, Principal Consultant