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Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Dr. Denise Saddler, Interim Superintendent
Jenine Lindsey, General Counsel

Meeting Date October 8, 2025

Subject Software as a Service Agreement 2025-26
Contractor: Trellis Research, Inc.

Ask of the Board

Ratification by the Board of Education of a Software as A Service (“SAAS”) Services Agreement, by and between the District and Trellis Research, Inc., Los Angeles, CA, for the latter to provide legal intelligence software and infrastructure in a hosted environment provided and maintained by Trellis; granting access under Agreement via a web site or another designated IP address to the Legal Department, as stated in Exhibit A of the Agreement, incorporated herein by reference as though fully set forth, via Legal Department, for the period of August 8, 2025 through August 8, 2026, in an amount not to exceed \$12,000 per fiscal year.

Background and Discussion

Trellis is a legal technology platform that provides lawyers and law firms with searchable access to state trial court data and analytics, including AI-driven insights on cases to help predict outcomes and formulate strategies. It offers tools for case assessment, argument drafting, and monitoring litigation trends, transforming fragmented court records into a unified, intelligent resource for legal professionals.

Competitively Bid

Was this contract competitively bid? No.
If no, exception: Specialized Services (legal services).

Fiscal Impact In-Kind Contributions

General Purpose fund, not to exceed \$12,000 per fiscal year.
N/A

Attachments

- Trellis SaaS Agreement


TRELLIS SAAS SERVICES ORDER FORM

Customer: Oakland Unified School District	Contact: Jackie Taylor
Address: 1011 Union Street, Oakland, CA 94607	Phone: (510) 879-8000
	E-Mail: jackie.taylor@ousd.org
<p>Services: Trellis Research, Inc., (“Company”) legal intelligence software and infrastructure in a hosted environment provided and maintained by Company to which Customer is being granted access under this SAAS Services Agreement via a web site or another designated IP address (the “Service(s”).</p>	
<p>Services Fees:</p> <p>Subject to the terms of Section 4 herein. Total Contract Value (TCV): \$12,000 Original Contract Value: \$12,000 Explanation of Discount: none Subject to the terms of Section 4 herein</p> <p>Service Term: 12 Months from Signature Date</p>	<p>Service Capacity:</p> <p>Site Access:</p> <ul style="list-style-type: none"> ● Smart Search, Motions & Issues, State Rules: Yes ● Judge Analytics: Yes ● Verdict Analytics: Yes ● Court Comparison Analytics: Yes ● Law Firm Intelligence: No ● Daily Filing Reports: No ● Trellis AIs: NA <p>Site Usage:</p> <ul style="list-style-type: none"> ● Users Allowed: Enterprise ● Maximum number of Alerts set: 25 ● Included Documents Requests Per Month: 15 <ul style="list-style-type: none"> ○ For use in Los Angeles Superior Court, and Cook County, IL <p>Coverage Included</p> <ul style="list-style-type: none"> ● All states currently covered by Trellis ● New states and counties added by Trellis during subscription term <p>Support & Service</p> <ul style="list-style-type: none"> ● Content Efficiency Monitoring: Yes ● Dedicated Success Partner <ul style="list-style-type: none"> ○ An extension of your firm to assist with onboarding, implementation, and ongoing research assistance ● Quarterly Review Meetings
<p>Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p>Implementation Fee (one-time): \$ 0 (Implementation Fee Waived)</p>	

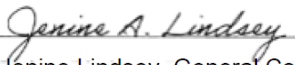
SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into upon signature of this agreement (the "Effective Date") between Trellis Research, Inc., with a place of business at 2036 Armacost Ave, Los Angeles, CA 90025 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

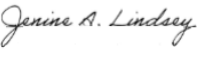
Trellis Research, Inc.:

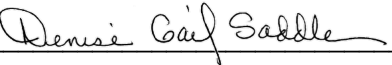
By: 
Name: Manilynn Mannone
Title: Operations Manager
Date: September 10, 2025

Approve as to form:


Jenine Lindsey, General Counsel
Date: 6/25/2025

Oakland Unified School District

By: 
Name: Jenine Lindsey
Title: General Counsel, Office of the General Counsel
Date: 8/7/25

By: 
Name: Dr. Denise G. Saddler
Title: Interim Superintendent
Date: August 7, 2025

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify user names and passwords for Customer's Company accounts. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be

prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any

Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing excluding any intellectual property of Customer.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. Company shall not use any data that identifies student or employees for analytics or marketing purposes.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full

payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid undisputed amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 Suspension of Services and Acceleration. If any amount owed by Customer under this or any other agreement for use of the Services is sixty (60) days overdue or more, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations pursuant to the Order become immediately due and payable, and suspend Customer's access to the Services (including Customer's Authorized Users' access) until such amounts are paid in full. Company will provide Customer at least sixty (60) days' prior notice that Customer's account is overdue before accelerating any amounts due and suspending Services.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form. The parties reserve the right to mutually agree (in writing) to renew the agreement for an additional one (1) year term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Notwithstanding the foregoing, either party may terminate the agreement upon thirty (30) days written notice to the other party for material breach. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the

Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT,

TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED FIVE TIMES THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company shall not transfer or assign any of its rights and obligations under this Agreement without prior written consent of Customer. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement. The Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

Bulk provisioning of user accounts
Access to Company's subscriber online portal
Delivery of software updates/upgrades as applicable
Customer training (via webinar upon request)
Providing documentation upon request
Access to reasonable tech support during work hours