

Amendment Number 1

This Amendment Number 1 ("Amendment") to the Terms & Conditions of use for the LexisNexis Services ("Terms and Conditions") in connection with the May 26, 2016 Law School Subscription Pricing Agreement and the September 16, 2016 Lexis Advance® Agreement between Yale Law School and Yale University Law School – Clinical Program, respectively (each a "Customer"), and LexisNexis, a division of RELX Inc. ("LN") is made and entered into effective as of March \_\_, 2018. This Amendment is limited to the terms and conditions applicable to the Smartlinx product and any public records products provided by Lexis Nexis Risk Solutions Fla Inc.

1. "Customer Data" shall mean, except as provided herein, all data provided by Authorized Users (as defined in the Terms & Conditions) and collected by LN in providing services to Customer (including without limitation Authorized User names, addresses, email addresses, and other personally identifying information). Customer Data shall not include information that: (i) is or becomes (through no improper action or inaction by LN) generally known to the public; (ii) was in LN's possession or known by it prior to LN's receipt from an Authorized User; (iii) was lawfully disclosed to LN by a third-party and received in good faith or (iv) was independently developed, without use of any data provided by an Authorized User, by LN employees who have had no access to data provided by an Authorized User.
2. LN may use the Customer Data only in connection with the services provided to Customer. Except as provided herein, no Customer Data or any element thereof, may be shared by LN with any other entity, including without limitation any other customers of LN. Notwithstanding the foregoing, LN may disclose Customer Data solely to the extent required by subpoena or court order provided that, unless barred by the terms of the subpoena or court order, LN shall give the Customer prompt written notice of such subpoena or court order so as to allow the Customer to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense.

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
LexisNexis, a Division of RELX, Inc.

Jess M. Nugent Date: 4/11/2019  
Yale Law School

Yale University acting through Yale Law Library.  
Yale University Law School Clinical Program