

Acknowledgement of Participation in Laptop Program During the Utah State Bar Examination

I, _____, hereby understand and agree to the following:

- 1) The Utah State Bar (“Bar”) requires applicants to use personal laptop computers with preinstalled Examplify™ software from ExamSoft Worldwide, Inc. during the administration of the Bar examination.
- 2) I am responsible for providing my own laptop computer for use on the Bar examination and understand that the system requirements for my laptop must meet or exceed the minimum system requirements published on the ExamSoft website.
- 3) I understand that I assume all risks of using a computer to take the Bar examination.
- 4) I understand that the Bar does not warrant or guarantee the software program used to take the Bar examination and assumes no liability in the event that there are technical difficulties during the Bar examination, including but not limited to hardware or software malfunctions, data saving or retrieval problems, operator errors or the loss of electrical power at the examination facility (“technical difficulties”), whether isolated or widespread. Hardware or software malfunction may include such problems as slow response time or frequent computer freezes or locks.
- 5) In the event of any technical difficulties during the Bar examination, I will immediately notify a proctor. Then, I must continue with the Bar examination by handwriting my answers in the answer books provided. If I choose to continue to use my laptop after experiencing technical difficulties, or when I am instructed not to, I do so at my own risk. I also understand that in the event of any technical difficulties during the Bar examination, no additional testing time will be given to me.
- 6) If a proctor determines that my computer is causing undue distraction to other examinees for any reason, including frequent technical problems or excessive noise, I understand that I may be required to hand write the Bar examination.
- 7) I acknowledge that I will be given the chance to take a mock exam prior to the Bar examination in order to gain experience with both the computer and the software I am using for this examination. I acknowledge my duty to ensure my computer is in proper working condition before the Bar examination and that I have followed all installation instructions.
- 8) I agree to follow all of the laptop instructions provided by the Bar and the software vendor. I will not start my exam session until I am instructed to begin and will discontinue typing immediately when told to stop. I understand that the software monitors the duration of my exam session and if the reports indicate that my time exceeds the time allotted for the test session, this discrepancy will be reported to the Character and Fitness Committee for further action.
- 9) If I am late for any reason, fail to bring my computer and any needed ancillary equipment with me to the examination site, or my computer is not operational on the day of the exam, I will be required to hand write my answers while remaining in my assigned seat in the testing room.

- 10) I acknowledge that the Bar assumes no liability in the event any portion(s) of my answer(s) becomes lost or missing due to technical difficulties. If any or all my answers are unrecoverable, only those portions that can be retrieved will be graded.
- 11) The Bar has no obligation to undertake efforts to retrieve any portion(s) of my answer(s) which may be lost or missing due to technical difficulties. If the Bar elects to do so, I agree to assist by (a) keeping the security software and files on my laptop until results for the Bar examination have been released; (b) emailing, uploading, or mailing any data files from my laptop as may be requested by the software vendor for inspection; and (c) presenting my laptop at the office of the Bar or the software vendor.
- 12) The Bar is not responsible for any circumstance that prevents the recovery of missing or lost portions of my answers, including modifications of the security software, loss of my laptop through accident or theft, or my failure to cooperate in any recovery efforts.
- 13) I agree that in no event will I hold the Bar liable for any damages that may arise from the use of this software, including any loss of my examination answers, delays caused by my computer or by the ExamSoft Engineer working on my computer, or any effect using a computer may have on my passing this Bar examination.
- 14) I acknowledge that my \$200.00 ExamSoft fee is non-refundable.
- 15) I understand that Exemplify™ will lock access to all other applications on my computer.
- 16) If I rent or borrow a laptop for the Bar examination, I do so at my own risk, knowing that in the event of technical difficulties, I may not be able to retrieve files which could assist in the recovery of lost or missing portions of my answers.
- 17) I agree to upload my answers to ExamSoft's secure Web server as instructed. I further understand that failure to attempt to upload all of my answer files by 10:00 p.m. on the day the written portion of the Bar examination is administered may result in the disqualification of my answers. I further understand that with a score of 0 on the written portion of the exam, it will be impossible for me to obtain the minimum passing score of 260.
- 18) In the event that technical difficulties with the upload process or an unavoidable emergency prevents me from uploading my answers by the deadline, I agree to bring my laptop back to the test site and surrender it to Bar Staff before the start of the second day of the exam.
- 19) I agree that Bar Staff can inspect my computer and make a copy of the answer file on my hard drive. These copied answers will be graded only if it is established by clear and convincing evidence that my failure to upload by the deadline was due to technical difficulties with the upload process or an unavoidable emergency.

Applicant Name (please print): _____

Applicant Signature: _____

Dated: _____