

Pennsylvania Board of Law Examiners
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Computer Based Testing Acknowledgement (Relief of Responsibility Statement)

I, BAR APPLICANT hereby acknowledge that I intend to exercise my option to answer the written portions of the Pennsylvania bar examination using my own personal laptop computer. I understand that the Computer Based Testing (CBT) fee of \$100 when submitted simultaneously with my bar application or \$150 if submitted as a late fee is nonrefundable, and is in addition to my bar application filing fee. I fully understand and accept all of the requirements outlined on the Computer Based Testing Information page and further understand and agree that it is my sole responsibility to correctly preinstall the SofTest® software from ExamSoft Worldwide, Inc. to be used during the administration of the written portions of the bar examination. Additionally, I understand that in order to be permitted to use my computer, I must register and certify software downloads with ExamSoft, and demonstrate that I have experience with both the laptop computer and the SofTest software that I will be using for the bar examination by taking several practice tests before examination day. I will accept the use of SofTest under the provisions of the ExamSoft license at www.examsoft.com/pabar and agree to be bound by its terms and conditions, which are listed on their website.

I have been notified, understand and accept the fact that no additional time will be given to me due to any unforeseen complications such as, but not limited to, power failure, lost data, and/or other technical problems, etc., that may be associated with using a computer. I have been notified, understand, and accept that the Board of Law Examiners (Board), its staff and ExamSoft, will not assume responsibility for technical difficulties that may be incurred when using a laptop computer during the bar examination. I also understand that in the event there is a malfunction with the computer or software, for any reason, I agree to begin and/or continue the examination by writing my answers in the answer books provided. I understand that once I start handwriting the PT/essay answers, I cannot return to CBT for any reason.

Additionally, I understand and accept the fact that in the rare event portions of my PT/essay answers become lost and unrecoverable, I will not hold the Board or its agents liable. Such data loss may result from, but is not limited to, power failure, technical problems, software incompatibilities, operator errors, etc. If I experience data saving and/or retrieval problems, I will immediately and continually assist the board staff in every way, including presenting, at the exam site or by mail, my laptop computer to the Board staff or their designated representative in attempts to retrieve my answer data. I understand that in the event any or all of my PT/essay answers are lost or unrecoverable, only those portions that are able to be retrieved will be graded. If I am unsuccessful on the bar examination, I understand that I cannot request, nor will I receive any reconsideration or modification of my PT/essay grades for any reason.

I understand that I am required to report to the CBT testing area on Tuesday, no later than 8:15 a.m., to set up my personal laptop computer at my assigned seat and begin the boot up procedures for the SofTest software. I will follow the instructions provided. I understand that if I have any technical difficulties or malfunctions I will immediately notify a proctor who will provide me with paper answer books for me to complete the bar examination by handwriting. I understand that if the SofTest software is not fully functional when the morning announcements begin, I will be required to handwrite my answers. Additionally, I understand that if I am late for any reason, I may be disqualified from using my laptop computer for this examination and that, if disqualified, will be required to handwrite my answers in the answer books provided, while taking the examination in my assigned seat in the CBT area.

I understand that my laptop must remain in the CBT testing area until the examination has finished for the day. If I finish my examination answers before time is called, I may leave the room, but may not unplug my laptop computer and carry it out with me at that time. Following the afternoon session of the examination, if I have finished and exited the examination room before the end of testing, I understand that I must return to remove my laptop computer.

I understand that ALL of my PT/essay answers must be uploaded to ExamSoft's secure web server when designated. Failure to upload my answer files by 11:00 p.m. on the PT/essay day of the bar examination (Tuesday), may result in the disqualification of my PT/essay answers, and I will be required to sit for a subsequent bar examination.

I understand that the Executive Director, or his designated representative, has the final authority to determine my eligibility to utilize CBT for the bar examination. The decision of the Executive Director, or his designated representative, is final.

I hereby release, discharge, and exonerate the Board, its agents, representatives and/or any affiliate thereof from any and all liabilities of every nature and kind arising out of the option to use my own personal laptop computer for the written portions of the bar examination. I understand that no technical assistance will be provided in the event of a computer or software problem.