

Commonwealth of Massachusetts
Board of Bar Examiners

STATEMENT OF COMPLIANCE

LAPTOP COMPUTER TESTING PROGRAM

I, _____, elect to participate in the Laptop Computer Testing Program
(Last Name, First Name & Middle Name (Bar Applicant) for answering the essay portion of the bar examination using my own laptop computer. I understand that I am required to pay to the Commonwealth of Massachusetts a non-refundable technology fee of \$75.00 and a software license and service fee of \$100.00 directly to ExamSoft, Inc.

I understand and agree to the terms and conditions set forth below, in addition to those set out in the Notice to Bar Applicants Laptop Computer Testing Program and Laptop Computer Testing Program Registration Form.

I am responsible for correctly pre-installing required software from ExamSoft, Inc. for use during the essay portion of the bar exam. I will follow the procedures set out at www.examssoft.com/mabar and agree to be bound by ExamSoft's terms and conditions, as listed on its website.

2. The Board of Bar Examiners (Board), its staff and ExamSoft, are not liable for technical difficulties that occur when using a laptop computer during the bar examination including, but not limited to: hardware or software malfunctions; data saving or retrieval problems; power failure; software incompatibilities; operator errors; or other technical problems. In the event of any technical difficulties, I will begin or continue the bar examination by writing my answers in the answer books provided. Should this happen, I will be required to handwrite the balance of my bar exam.

3. I understand that, in the event of technical difficulties during the bar exam, no additional testing time will be given to me.

4. Should all or a portion of my essay answers become lost or unrecoverable, I will not hold the Board, ExamSoft, or any of their employees, agents, representatives and/or affiliates liable. The Board has no obligation to undertake efforts to retrieve any portion of my essay answers that may be lost or missing. Should I experience technical difficulties, I will promptly assist the Board in every way, including presenting my laptop computer to the Board or its designee, either at the exam site or the Board's office. If all or a portion of my essay answers are lost or unrecoverable, only those portions that are retrieved will be graded. If I do not receive a passing score on the bar exam, I understand that I cannot request, nor will I receive, reconsideration or modification of my essay grades for any reason directly related to the Laptop Computer Testing Program.

5. I am required to report to the bar exam testing area on Thursday, the day of the essay portion of the examination, no later than 8:30 a.m., to set up my laptop computer at my assigned seat and begin the boot-up procedures for the software. I will follow the instructions provided. In the event of any technical difficulties, I will immediately notify a proctor who will provide me with answer books to handwrite the bar exam. I understand that if the software is not fully functioning by the time the morning announcements begin, I will be required to handwrite my answers. If I arrive late for any reason I may, at the discretion of the Board or its designee, be disqualified from using my laptop computer for the bar exam. In such an instance, I will be required to handwrite my answers in the answer books provided, in my assigned seat in the computer testing area.

6. My laptop computer must remain in the testing area until the examination is finished for the day.

7. My essay answers must be uploaded to ExamSoft's secure web server as directed prior to leaving the exam site (except in extraordinary circumstances as determined by the Executive Director or her designee). Failure to upload my answer files may result in the disqualification of my essay answers.

8. The Executive Director of the Board of Bar Examiners or her designee has the authority to determine my eligibility to participate in the Laptop Computer Testing Program.

9. I hereby release, discharge and exonerate the Board, its employees, agents, representatives and/or affiliates from any and all liabilities of every nature and kind arising out of the option to use my own laptop computer for the essay portion of the bar exam. I understand that no technical assistance will be provided during the administration of the exam in the event of a computer or software problem.

By signing below, I agree to the terms and conditions set forth above for participating in the Laptop Computer Testing Program. To register for the Laptop Computer Testing Program, include your signed Statement of Compliance, the completed Laptop Computer Registration Form, technology fee of \$75.00 made payable to the Commonwealth of Massachusetts in the form of a money order or bank check (no personal checks) with your completed bar application to the Court on or before the filing deadline.

Applicant Signature: _____

Applicant Name: _____
Last Name, First Name & Middle Name

Date: _____

Include the completed *Registration Form, Statement of Compliance, and the technology fee of \$75.00* made payable to the Commonwealth of Massachusetts in the form of a money order or bank check (no personal checks) with your completed bar application at the address below by the filing deadline.

**Supreme Judicial Court for the County of Suffolk
Clerk Maura S. Doyle
John Adams Courthouse
One Pemberton Square, Suite 1300
Boston, MA 02108**