

## Laptop Use Information

You may use your laptop for the MEE and MPT portions of the Uniform Bar Examination. This *option* is offered to all examinees who have filed their application for admission for the examination with the North Dakota State Board of Law Examiners, and who sign up and complete registration of Exemplify.

You must register separately for each administration of the examination, even if you have previously used an Examsoft product in the past. An email address is *required* if you are using Examsoft.

Examsoft will manage signup and registration. Examsoft will send you an email with download instructions, username and password information. Please monitor your junk folder for this email. It is the applicant's sole responsibility to follow all necessary steps to timely register with Examsoft, download the software, and qualify their laptop for use on the bar examination. All communications regarding the Laptop Program will be by email only. Applicants will be contacted at the e-mail address they provided on their application to sit for the bar examination. It is the applicant's responsibility to maintain a valid email address at all times and to promptly keep the Board apprised of any changes to the address.

Visit [www.examsoft.com/barexam](http://www.examsoft.com/barexam) for more information about Exemplify, registration process and mock exam.

### Deadlines & Fee:

- If you do not purchase and download the Exemplify program during the registration period, you will be required to hand write the exam.
- License fee: **\$110**. The Examsoft license fee is paid directly to Examsoft. The cost is nonrefundable and nontransferable.
- Deadline to upload your answers to Examsoft is **6:00 p.m. CST on the day of the MPT and MEE exam.**

**Laptop Applicants are strongly encouraged to carefully review the following information before committing to participation in the Laptop Program.**

**Participation in the Laptop Program is at your own risk.** Before you commit to participation in the Laptop Program, you should carefully review the "Waiver of Liability", a copy of which is set forth below, and which you will be required to agree to before you can download Exemplify. As part of the "Waiver of Liability" you must agree and understand that the Board assumes no liability for any technical difficulties that applicants may experience while taking the bar examination, and in the event of any technical difficulties, you must be prepared to handwrite your essay answers.

### To use a laptop for the essay examination:

- Download and register Exemplify onto the computer you will use on exam day (NO EXCEPTIONS)
- Confirm your laptop computer meets the minimum specifications listed under the “Minimum System Requirements” on the Examssoft web page.
- Ensure your laptop is configured for access to the Internet.
- Familiarize yourself with the software by taking the Mock exam.
- Have experience using computers.
- Agree to handwrite your examination in the event of a hardware/software malfunction or power failure.
- Agree to upload your answer file(s) by the deadline imposed by the North Dakota Board of Law Examiners.
- Agree to not remove, delete or uninstall Exemplify or any Exemplify program files until results have been published.

### On Exam Day:

- Bring your laptop computer, with a fully charged battery and power cord.
- You will be given instructions by the Exam Administrator guiding you through the process of launching Exemplify. Your exam questions will be handed to you by a proctor.
- If you encounter a computer difficulty during the examination, notify a proctor or Examssoft technician for assistance.
- At the end of the exam day, you will be instructed to upload your answers to Examssoft. DO NOT uninstall Exemplify until you have received your examination results.

### ExamSoft FAQ's

#### ***What is the Exemplify Registration Process?***

The Registration Process records you as an applicant who has been properly enrolled to take their exam on computer *and* provides you a copy of Exemplify to install on your computer. It confirms you have downloaded and installed Exemplify, registered your copy of Exemplify and downloaded your exam(s) so you may use your computer on exam day.

#### ***How can I check to make sure I have Registered successfully?***

Once you register Exemplify, you will be advised on-screen and via email that you have done so successfully. You will also receive email confirmation for each exam file downloaded. You may also access your registration status online. **If you do not receive 4 email messages, you did not fully register.** Contact ExamSoft with any questions.

### ***What is the Mock Exam?***

The Mock Exam confirms your laptop is compatible with Examplify and enables users to familiarize themselves with how to open; write and upload answer files *prior* to exam day. **It is required that the Mock Exam be completed** by the registration deadline to ensure your computer has been configured properly for use on exam day. Failure to be familiar with the program may result in you having to handwrite your exam(s) on exam day.

### ***How do I get a copy of the Mock Exam?***

One copy of the Mock Exam will be automatically downloaded after you have registered your copy of Examplify. You will receive email confirmation that the download has occurred along with instructions on how to complete the Mock Exam.

### ***May I practice with the software?***

Yes. We **STRONGLY** urge you to take advantage of it.

**Internet Delivered Mock Exam** – Additional copies of the Mock Exam are available to familiarize you with Examplify. Internet connectivity is **only** required to download an additional copy of the exam file and upload the answer file. **NO** Internet connectivity is required while taking the exam. Instructions for downloading additional copies of the Mock Exam, taking it and uploading the answer file may be found at <http://www.examsoft.com/barexam>

### ***Can I license more than one computer for the exam?***

No. You may purchase and download Examplify to the laptop you will use for the exam. If, prior to the exam, your laptop becomes inoperable notify Examsoft to obtain permission to download Examplify to an alternate laptop by logging into your account and clicking 'Pay for Re-download' (there is a \$50 administrative fee to re-download).

### ***Is there a character limit?***

No. There is no character limit for the MEE or the MPT.

### ***If my laptop crashes during the exam will I be able to handwrite?***

Yes. Raise your hand and a proctor will give you an answer sheet to continue handwriting your answers.

### ***Will there be internet connectivity at the exam site?***

Yes.

### ***What if I have problems or questions?***

Begin by visiting ExamSoft's Support Portal located at [support.examsoft.com](http://support.examsoft.com). Technical support from ExamSoft will also be available to you via email at [BarSupport@examsoft.com](mailto:BarSupport@examsoft.com) or by phone M-F 8:30 AM – 8:30 PM EST at 866.429.8889.

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The following "Laptop Program Waiver of Liability" will be required to be acknowledged and agreed to by all laptop applicants before Exemplify can be downloaded.

**North Dakota State Board of Law Examiners**  
**LAPTOP PROGRAM WAIVER OF LIABILITY**

By registering to participate in the Laptop Program I hereby agree and understand that:

1. My choice to use a laptop computer and the Exemplify software is completely voluntary. I am under no obligation to use Exemplify and may elect at any time to handwrite the examination. I am responsible for providing my own laptop computer for use on the bar examination and the system requirements for my laptop meet or exceed the minimum system requirements as outlined by ExamSoft on its website.
2. I understand the use of electronic technology in completing my essay answers carries with it some risks, including but not limited to power failure, computer failure, hardware or software malfunctions, data saving or retrieval problems, operator errors, etc. ("technical difficulties").
3. I understand that the North Dakota State Board of Law Examiners ("Board") and its agents assume no liability for my decision to participate in the laptop program. I understand and acknowledge that the Board does not warrant or guarantee the software and the Board assumes no liability in the event there are technical difficulties during the exam.
4. I recognize these and other risks and understand that in the event of such developments, I will be obligated to hand write my essay answers in the answer books provided. I understand that under no circumstances will I be permitted to have extra time or other concessions in order to hand write or submit my answers.
5. I acknowledge that the Board assumes no liability in the event that any portion(s) of my essay answer(s) becomes lost or missing due to technical difficulties, and if any or all of my essay answers are unrecoverable, only those portions that are able to be retrieved will be graded.
6. The Board is not responsible for any circumstance that prevents the recovery of missing or lost portions of my essay answers, including modifications of the software, loss of my laptop through accident or theft, or my failure to cooperate in any recovery efforts.
7. I agree to upload my essay answers to the software vendor's secure web server as instructed. I further understand that a failure to upload all of my answer files by 6:00 p.m. on the essay day of the bar examination may result in the disqualification of my essay answers.
8. I acknowledge that my laptop **MUST** remain in the examination room for the entire length of the MPT and MEE portions of the exam, even in the event that I must hand write any portion of the examination. Removing my laptop from the examination

room for any reason may result in my immediate disqualification and my exam answers will not be graded.

9. I agree to hold harmless the North Dakota State Board of Law Examiners, its board members, agents, employees and assigns, from any and all liability arising from or arising as a consequence of a software or hardware malfunction, power failure or other disruption or preclusion in connection with my use of the Exemplify software, including any loss of an answer or inability to login to use the software program. I understand I will not receive a grade for any answer which is lost and cannot be recovered, regardless of the reason for the loss.

*Revised 10-2017*