

August 10, 2020

Chief Justice Charles T. Canady
Florida Supreme Court
500 S. Duval Street
Tallahassee, FL 32399-1925

CC:
Florida Board of Bar Examiners
1891 Eider Court
Tallahassee, FL 32399-1750

Dear Justices of the Florida Supreme Court:

We write to you as a collective body of examinees who are registered for the upcoming Florida bar examination that is scheduled to be administered on August 19, 2020. We write to the Court to express several highly concerning instances of software failure and data breaches connected to ILG Technologies, Inc. (hereinafter “ILG”), the remote software platform chosen by the Florida Board of Bar Examiners (hereinafter “FBBE”) to administer this particular examination during the ongoing COVID-19 global pandemic.

On its official website, ILG states that it is a software suite available to jurisdictions “that allows applicants to complete the written portion of the bar exam on a laptop,” that will then allow examinees to, “upload the answers all in a secure environment.”¹ However, ILG’s platform is apparently so invasive that the instructions require the user to disarm their device prior to installation, forcing end users to give ILG unfettered access to all sensitive information stored on the device as well as web camera access, therefore potentially violating examinees’ rights to privacy. Our fear is that the well-founded haste to migrate to a remote format in the midst of this unprecedented crisis will expose examinees’ private information, including attorney work product from employers, client information, banking account information, and social security numbers in violation of privacy rights guaranteed by the Florida and Federal Constitutions. We write to call attention to these issues and urge the FBBE to reconsider its relationship with ILG, to heed the concerns of examinees regarding our privacy and safety, and to address the unsettling and unsolicited communications to examinees directly from ILG.

The injuries that examinees fear are not merely speculative. We have attached a log of complaints and issues related to ILG software to this letter as Exhibit 1. The issues range from

¹ ILG Technologies, <https://www.ilgexam360.com/home.action>.

the ability to access websites and applications while logged into the exam interface, files that have disappeared, mouses and track pads that no longer function, and examination answers that have completely changed during the submission process from what the examinee had submitted. Furthermore, the latest version of ILG that we were instructed to install has unfortunately led to a total loss of property in some instances. There are examinees who now have to purchase a new laptop device immediately in order to meet the laptop registration deadline. This is further complicated by the financial peril we now face due to the delay in licensure serving as a barrier to employment. The unanticipated loss of laptop devices is not a feasible expense when there are examinees who are now using their credit cards to pay for housing, as the remainder of their student loans have dwindled.

If the aforementioned concerns are not alarming enough, there are now accounts emerging of examinees receiving emails from websites claiming that their information was used to log in or that a login attempt was detected from another country. Examinees have reported that their bank accounts have been compromised. Some have experienced a sudden influx of messages from foreign telephone numbers seeking Bitcoin, and many cannot access email accounts after their passwords were changed without their permission. Some users have also lost access to their accounts with the National Conference of Bar Examiners (“NCBE”) after their passwords were somehow changed. That such suspicious activity with NCBE accounts occurred immediately after the ILG download appears to be more than a mere coincidence. Examinees understand that their information could have been accessed from anywhere, but the co-occurrence of the ILG software download and these login attempts is disturbing when coupled with the lack of accountability from ILG. In their End User License Agreement (hereinafter, “EULA”), they expressly disclaim responsibility for any data loss or leakage and infection of user computers by viruses and malware. A copy of the EULA has been attached to this letter as Exhibit 2 with all relevant portions highlighted.

We are extremely concerned about these policies as they violate the rights of examinees, often without their knowledge and understanding, and who have no recourse due to the extensive waivers that require signature. This is particularly troubling for examinees who have been victims of stalking, harassment, and sexual assault and violence. Moreover, we do not have a choice but to submit to these violations. After remote proctoring software provider Extegrity bowed out² of being of the three vendors the NCBE allowed jurisdictions to choose from³, the FBBE had the opportunity to consider Examsoft as their vendor in light of the issues with ILG. Yet still, the FBBE chose to move forward with ILG for the upcoming examination, despite the numerous and unending reports of technical issues directly related to the software, some of which have rendered

² Twitter post. Aug. 6, 2020, 4:59 P.M., <https://twitter.com/BarExamTracker> (Official statement from Extegrity, exclusively released to BarExamTracker).

³ Thomas DeLorenzo, Bar Exam Proctoring Company Pulls Out of Remote Bar Exam Administrations Scheduled for October, *Jurist*, (Aug. 7, 2020), <https://www.jurist.org/news/2020/08/bar-exam-proctoring-company-pulls-out-of-remote-bar-exam-administrations-scheduled-for-october/>.

some examinee's computers useless. To characterize the task of compiling a list of each error or total system failure reported as a Sisyphean one is no exaggeration. To purchase a replacement computer device is simply not feasible while we continue to wait for licensure, but it is also unjust that we continue to suffer financial losses due to the ongoing mismanagement of the administration of the examination.

Last week, the American Bar Association (hereinafter "ABA) recognized the gravity of our concerns when the House of Delegates adopted Resolution 10G⁴, which the President of the ABA has since submitted to the Conference of Chief Justices for consideration⁵. We recognize that the race to adapt to a remote administration has been a novel challenge for the FBBE as well as jurisdictions across the nation who have decided to put public health and safety at the forefront. Even where good faith efforts to preserve the integrity of the bar examination are put forward, we acknowledge that the transition to a remote administration brings with it some drawbacks and compromises that we must acquiesce to. However, the right to privacy is not one of them. The legal profession should not require its newest members to relinquish their rights, those that the Florida Constitution expressly deems so sacred. That is a price too high and unfairly borne by examinees.

As such, we respectfully urge the Court to raise our concerns with the FBBE and intervene in the ongoing relationship with ILG that is jeopardizing both our privacy rights and digital rights. We implore the Court to consider options that other jurisdictions have sanctioned, such as what the Indiana Board of Law Examiners chose. This collective group seeks to gain licensure to the practice of law in the state of Florida. We honor and respect the integrity and weighty ethical duty that licensure demands of us. At a minimum, it is both reasonable and proper that we seek a similar degree of integrity and ethical practices from the entities who will be administering the examination that our futures rest upon.

Respectfully,

August 2020 Florida Bar Examinees

⁴ Resolution 10G, <https://www.americanbar.org/content/dam/aba/administrative/news/2020/08/2020-am-resolutions/10g.pdf>

⁵ ABA for Law Students, <https://abaforlawstudents.com/2020/08/07/aba-letter-to-ccj-develop-a-national-strategy-for-the-bar-exam-and-licensing-during-the-pandemic/> (Aug. 7, 2020).

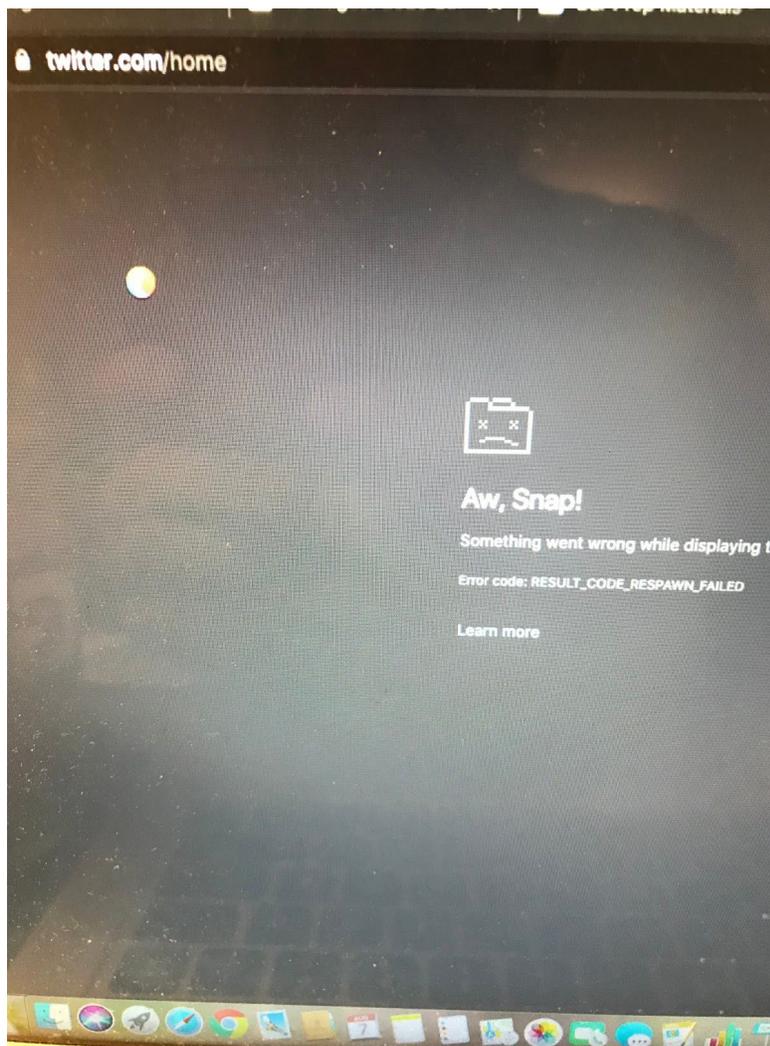
EXHIBIT 1

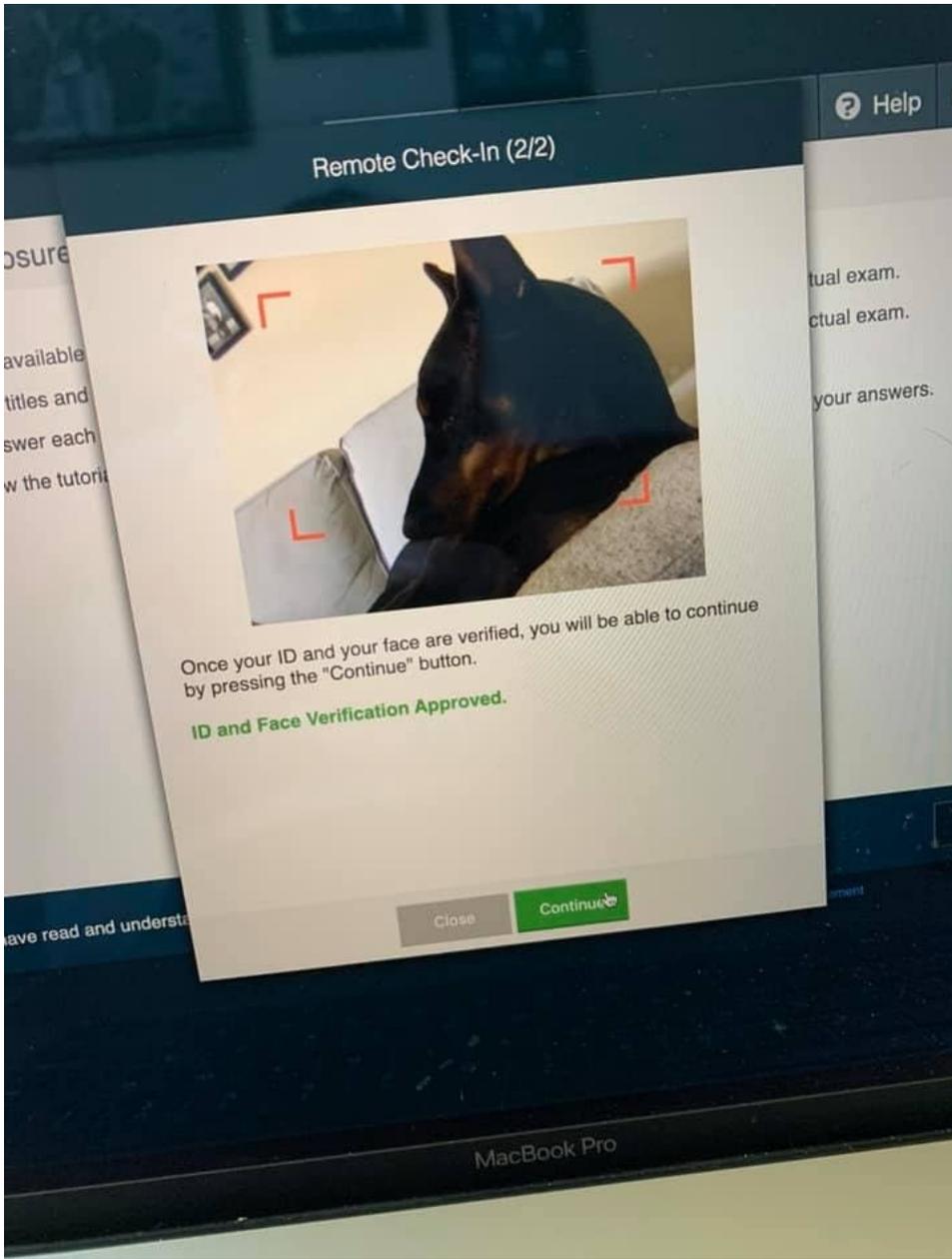
EXAMINEE REPORTED COMPUTER ISSUES AND DATA BREACHES

Timestamp	Please enter your email address	Have you experienced any unusual activity on any of your online accounts?	Which platform or service did the unusual activity occur on?	Please offer a short description of the activity below.	Has any outside party gained unauthorized access to any of your online accounts?	If you answered yes to the question listed above, please describe this incident, including how you found out and what steps you've needed to take afterwards.	Please upload screenshots of the unusual activity or communications you have experienced. Please make sure that you redact any personal information contained in the screenshot. This step will require you to
8/10/2020 12:03:13		Yes	Google	A pop up message of a potential breach and request to change the password. Also some strange phishing emails.	Maybe		
8/10/2020 12:04:53		Yes	Robinhood	Received a message of a log in attempt at midnight after downloading ILG.	Maybe		https://drive.google.com/open?id=1A0nKA7D2wUJdKAnd9V8kFEI_3ZCs0Hja
8/10/2020 12:05:04		Yes	Robinhood	There was a code texted to me based off of a suspicious login that Robinhood blocked, thankfully.	Maybe		https://drive.google.com/open?id=1DCh9sE8KtZJq-MaaEBoF3naTz_-d4M
8/10/2020 12:06:35		Yes	Instagram, Gmail	1. Instagram- I received an email saying there was an attempted login from Russia. 2. Gmail- I received a critical security risk saying a login to my email account had been blocked.	No		https://drive.google.com/open?id=1ScOQZ7HDqx5S29kshn7CEIU0zjT47_ https://drive.google.com/open?id=1G-m_EP5V2xw8aHSozedkUWONvVrd2P-
8/10/2020 12:10:12		Yes	Text messages	I received three text messages purporting to be from Lending Tree asking me to review my offers. I have never requested a loan from Lending Tree before. The phone and email used are the ones linked to my ILG account.	Maybe		
8/10/2020 12:17:03		Yes	Microsoft Account	I received an email on August that there was a sign in attempt on my Microsoft account which uses the same email linked to ILG.	Maybe		
8/10/2020 12:17:11		I'm not sure if it was unusual or just a coincidence.	NCBE	Got an alert that my password to NCBE had been compromised. Went to log in and the usual password no longer worked (Using a Mac): My Microsoft remote Desktop application which I use for work to access my computer remotely in my office at a courthouse, has randomly turned on while I am using my Mac. Example, I will be checking my email on the Mail app, and then the Microsoft Remote	Maybe		https://drive.google.com/open?id=1bVjprWBRP_PxRFDj-3uR6cON8K2 https://drive.google.com/open?id=1h9fcAqnlvt eu17v3CAeH5ZAC68g1B
8/10/2020 12:19:06		Yes	Microsoft Remote Desktop application	Microsoft Remote Desktop application	No	Not sure. The notification from gmail stated that my current password was being used in Russia to access my gmail account, so I assume there is a possibility. I followed gmail's instructions to change my password and secure my account again. I am not sure if any of my other accounts	
8/10/2020 12:19:46		Yes	Gmail	Log in attempt to my gmail account coming from Russia using my password.	Maybe		
8/10/2020 12:19:50		Yes	text message/Chase bank/Whatapp	Received Phishing text saying there was a breach to chase bank account. Someone reached out to me on Whatsapp and asked if I wanted Bitcoin This morning and afternoon I have received numerous (approximately 9) phishing emails to the account I have linked to ILG. I have never once received these type of messages to this account and only did so after installing the ILG software.	No		https://drive.google.com/open?id=1wJvY9CmJDuUPhPID8dBkjaGhTF4mqo_ https://drive.google.com/open?id=10rQbV8W9N8CyqSyc6HxaZxR6Sexn5whi
8/10/2020 12:22:42		Yes	Microsoft Outlook	An attempt to log into my Microsoft email. The information received from Microsoft was the following: The incident occurred the afternoon of August 7, 2020, after installing the ILG Exam software. The log in attempt was made from India.	Maybe		
8/10/2020 12:23:05		Yes	Attempt to log into my Microsoft email	Attempt to log into my Microsoft email	Maybe		https://drive.google.com/open?id=1Vsp1ZcXkxvsaV3VtW6AmQcVYtmIhtc
8/10/2020 12:25:39		Yes	Email, text	Spam texts for approved loans up to \$5000, spam email offering me representation for my "deserved" compensation payment	Maybe		https://drive.google.com/open?id=1mt77LBik22NhpqV7S4U20raRqz7rk0R_ https://drive.google.com/open?id=1CBQqXeG XcISPhwV8FQ0vHxuD_yPNJU
8/10/2020 12:37:11		Yes			Maybe		
8/10/2020 12:41:37		No	Text	1. An old twitter account that I haven't used in years had suspicious log in attempts on Friday after downloading the software 2. A separate twitter account also had suspicious log in attempts on Friday after downloading the software	No		https://drive.google.com/open?id=1SaSBi4G-JT6kKqChWLMvianV_TlJc
8/10/2020 12:41:41		Yes	Twitter, Paypal		Maybe		
8/10/2020 12:42:23		Yes	Cox Email (Email I used to login to ILG)	I have gotten around 6-7 email messages that are clearly spam (might be harmful) back to back the past several days after downloading the latest ILG software.	Maybe		https://drive.google.com/open?id=1MAZepIQW-3duKqgl_Door7FXW1OyqjWW https://drive.google.com/open?id=1BWj7dOMB3NdZRoC4j5c7qeRJobxHtc_ https://drive.google.com/open?id=1TIS3Yc0bYDmPWWbo8mJzKR1oJOrKwI
8/10/2020 12:49:01		Yes	Aol email account	Received emails from hackers containing one of my passwords and attempting to extort payment (in bitcoin) from me.	Maybe	Hackers obtained one of my passwords and attempted to extort payment from me. I deleted the emails from the hackers and changed my account password. While the hackers may have accessed my personal data (e.g., name, address, contact information, etc.), which is unfortunate, I	
8/10/2020 12:57:35		Yes	Amazon and Fuel Rewards	I was notified that there were unauthorized attempted log-ins to my accounts	No		https://drive.google.com/open?id=1EY2CPaIMCKxoEKJuTlMLsybTXLJaBo_ https://drive.google.com/open?id=1_1o91JN1E9NFz0VAcVDIQJ6VzmZCBuRH_ https://drive.google.com/open?id=1P1ydDnFU928ZqsJFD0cMP8nKYsgTaMA_
8/10/2020 12:57:45		Yes	My university email	One strange email supposedly from IT that led to spam of over 100 emails I was signed out of my gmail accounts, Simplicity account, and outlook account for my law school. When I've tried to access certain websites (such as Simplicity), an unfamiliar pop-up has come up that says that there may be third-parties accessing private information and the site is	Maybe		
8/10/2020 12:59:15		Yes	and Simplicity account (job database)		Maybe		
8/10/2020 13:14:18		I'm not sure if it was unusual or just a coincidence.	Bank Account	Multiple log in attempts with an invalid password.	Maybe		

8/10/2020 13:29:36	Yes		Gmail, Venmo	On 6/28, two days after submitting my first trial exam on ILG, I received this message in my Gmail inbox: "Someone just used your password to try to sign in to your account from a non-Google app. Google blocked them, but you should check what happened. Review your	Maybe		https://drive.google.com/open?id=1u8chYGAjUjANgV6o0QH8Bmmy9v0De8 , https://drive.google.com/open?id=1gY3SUzW86x4eQnhzbdTxAD0aNBdqYW , https://drive.google.com/open?id=11PA32bismuTUwGCw-wRN7sqY5i31rp4
8/10/2020 13:37:32	Yes		Facebook, Chase Bank	Received emails notifying of attempted logins on unrecognized device. Facebook was logged in on an unauthorized Samsung device	Yes	Email from Facebook. Logged in on unauthorized Samsung device	
8/10/2020 13:42:18	Yes		Snapchat; SMS messaging	Multiple attempts to log into Snapchat from two different locations in the US; multiple spam messaging on my phone. The spam text messaging started after I downloaded the ILG software and has continued since.	Yes	I received an alert via email that my Snapchat account was accessed twice by a new login device. I changed my password and set two factor authentication as a precaution.	https://drive.google.com/open?id=1wDVUthqDZOfmHYo1nWKAZLEw6UDUv7 , https://drive.google.com/open?id=15f15m8vUBZw1C4W8DyIHqXud5r-eIMR , https://drive.google.com/open?id=14iahd8kUj99QTVYQJx0TnYvaLHZETJSJ3 ,
8/10/2020 13:52:28	I'm not sure if it was unusual or just a coincidence.			Received an unsolicited potential spam/virus text	No		https://drive.google.com/open?id=1Nt_3wwj67YQ11Hn3slE-ywAPpCz11vms , https://drive.google.com/open?id=1JEJEMLIuYwaxZUoFhc3BkKb5aBR11 , https://drive.google.com/open?id=1QsnT16NC_AgUFeZEZo0wAkemvNhdGr , https://drive.google.com/open?id=1yZBfxyOc1RXgLSXcm6hIAjpe11Vn
8/10/2020 13:59:03	Yes		General laptop issue	Error message when getting on laptop saying "Another device in your network is using your computer's IP address." Now nothing on my laptop is working. I can't even get on the internet. I don't know what to do.	Maybe	Got suspicious phone calls and texts from a weird number before the IP address hack.	
8/10/2020 14:17:15	Yes		laptop-google email	Received notification that my gmail was being attempted to logged into and needed to verify my passwords and security.	Maybe		
8/10/2020 14:33:53	Yes		Microsoft Account	I received an email from my Microsoft account that someone was attempting to login and that unusual activity was taking place.	Maybe	I received an email from my Microsoft account that someone was attempting to login and that unusual activity was taking place. I changed my password.	
8/10/2020 14:45:17	Yes		American Express	I received a pending charge on my American Express card for \$4.48 from a company I have never heard of (Dasein) in Winchester, Massachusetts (where I have never been).	No	I called Suncoast to let them know that I had not authorized the password change, they made me change it again and will now be on the lookout for any suspicious activity in my checking and savings account. Luckily, I received the email as soon as it was changed and nothing was taken	https://drive.google.com/open?id=1B1bDsuec6P3Ma7QeKH6Uuyfxu6bO11b
8/10/2020 14:50:21	Yes		Suncoast Credit Union App	I received a verification email that my online password had been changed to my bank account.	Yes		https://drive.google.com/open?id=1EvsyBXXfz8E6kox7Lub7eH9noO2dZo
8/10/2020 14:50:55	I'm not sure if it was unusual or just a coincidence.		Phone calls.	I have been receiving numerous spam calls since the update.	Maybe		https://drive.google.com/open?id=1SkH9ZXB_A_uDluW421CHBzqn70OOpzR0
8/10/2020 14:57:01	Yes		Robinhood	Attempt to reset my password the day after downloading ILG. No issues before downloading this software	No		https://drive.google.com/open?id=1ACqV5q9kECP_86H1GFm33WhMc98Zcb
8/10/2020 15:07:52	Yes		Cellphone	Receiving calls from spam numbers	Maybe		
8/10/2020 15:10:33	Yes		Chase Bank	My bank account shows a suspicious login at 4:44 AM last night that was not me. This is after I downloaded ILG.	Maybe		https://drive.google.com/open?id=1G46mld0LpXsGpL8V17d60Y1T2QV5zJb
8/10/2020 15:45:28	Yes		Google Gmail and Chase Credit	my email account was completely compromised and so was my credit card information via Chase	Maybe		
8/10/2020 15:53:06	Yes		Etsy, Shutterfly, Zillow	Data breach and needed to change passwords— credit cards linked and saved to Etsy and Shutterfly	Maybe		https://drive.google.com/open?id=1A9stA3P4q3Bv203M4Y-4w/drx_xylVW
8/10/2020 16:01:41	Yes		Microsoft	I just am amending my prior response to this survey because I just had an attempted security breach on my Microsoft account	No	Microsoft detected and blocked the attempt.	https://drive.google.com/open?id=1yHG8lc9Pc60kxm1QFdlR5ASXpUjlpj

ILG Issue Screenshots





Remote Check-In (2/2)



Once your ID and your face are verified, you will be able to continue by pressing the "Continue" button.

ID and Face Verification Approved.

Close

Continue

Remote Check-In (2/2)

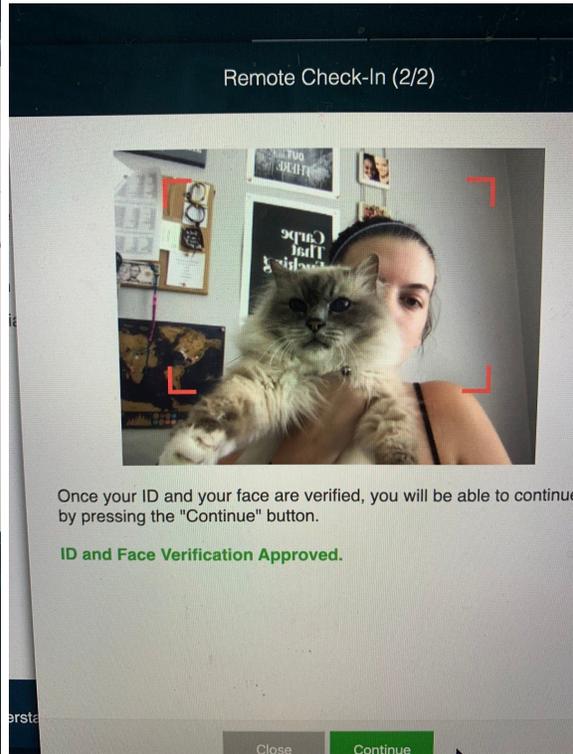
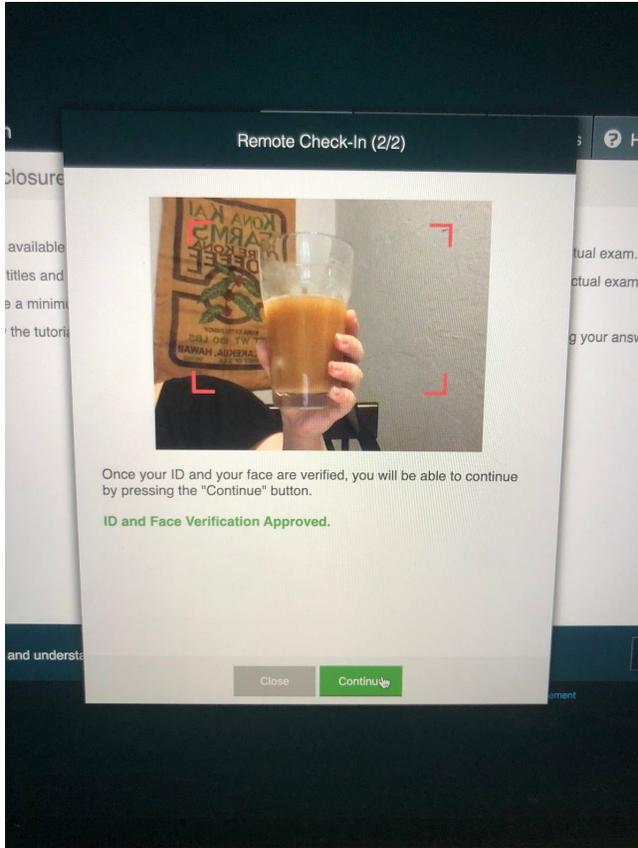


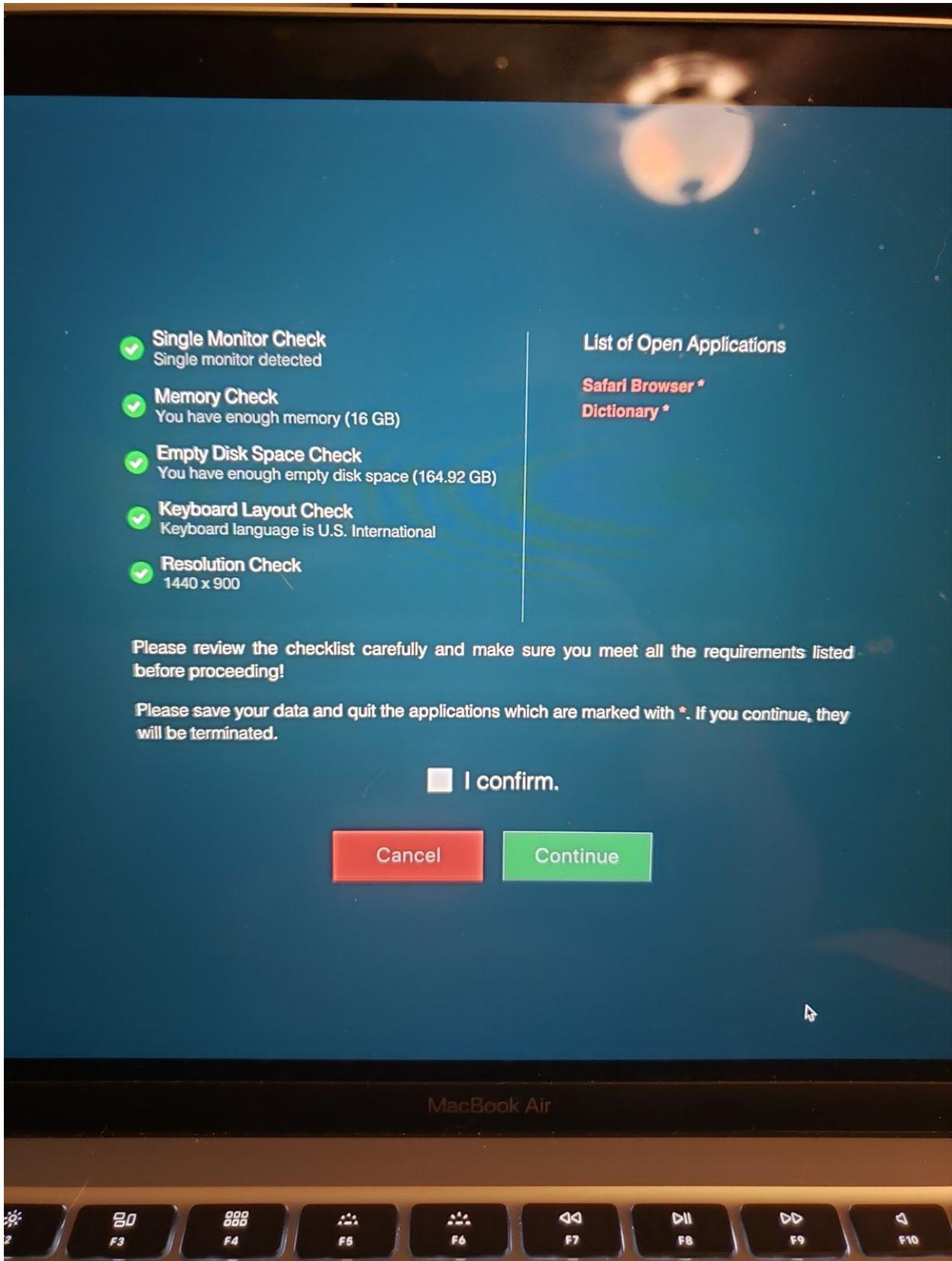
Once your ID and your face are verified, you will be able to continue by pressing the "Continue" button.

ID and Face Verification Approved.

Close

Continue





- ✓ **Single Monitor Check**
Single monitor detected
- ✓ **Memory Check**
You have enough memory (16 GB)
- ✓ **Empty Disk Space Check**
You have enough empty disk space (164.92 GB)
- ✓ **Keyboard Layout Check**
Keyboard language is U.S. International
- ✓ **Resolution Check**
1440 x 900

List of Open Applications

- Safari Browser ***
- Dictionary ***

Please review the checklist carefully and make sure you meet all the requirements listed before proceeding!

Please save your data and quit the applications which are marked with *. If you continue, they will be terminated.

I confirm.

Cancel

Continue

Answer 1

Word Count : 66

Time Spent : 0:04:23

hello, does this thing work?
hello, does this thing work? hello, does this thing work? hello, does this thing work? hello, does this thing work?
hello, does this thing work?

copy and paste only works from keyboard functions lol.

B000000 YAAAA

will this thing work??? WHO KNOWS!!!!

Testing Headings

testing headings.

hello, does this thing work?

Print

- All previous ILG download files were removed, yet when downloading the new ILG update, the ILG cover screen stated that I was registered and already downloaded (on a laptop) my previous registration was on a desktop and should not have shown up.
- Intense MacBook overheating (Thirded) (fourthed doesn't seem like a word, but yes, I had the same issue even with a cooling pad)(x5)
- My uploaded answer from the ILG website includes the text from my notepad as well as text that I wrote into the answer field and then deleted entirely. Having deleted rules/analysis remain in our essays will leave them... incomprehensible at best, and graded as wrong at worst? (x2)
- Program allowed system notifications to still appear on screen during the exam
- On sign in, ILG was showing that programs were open on my computer that had already been shut down or hadn't been opened for months. If they send a report of programs that were open during the exam to the FBBE, is it going to include programs that it claims are open but were not open in actuality? (x4) (e.g. Dictionary - Mac)
- Able to access notes during the trial exam.
- 4 second delay when typing on the essay portion of the exam. (x13)

- Notes should be auto-placed to NOT be in front of the questions. Perhaps placed on the side of the screen.
- Should be able to change the size of the note box so it doesn't block a third of the screen
- No way to use the note box without blocking the hypo text, rendering it useless for taking notes while reading the hypo.
- Unable to read Multiple Choice questions while having the note taking box open x4
- Multiple choice text is too small to read, and the zoom function that was on the last version has been removed (x3)
- Unable to get past verification screen on first attempt
- Font on multiple choice is impossibly tiny, even for someone with zero vision issues (no accommodations for visually impaired test-takers?) (x6)
- As soon as the program was closed, post upload, the mouse showed the rainbow circle (Macbook air) and I was unable to click on anything. Had to hard reset the computer and it took me 40 minutes to return to the home screen. One of my recommendation letters from a prior employee is destroyed. Document is now all black. (Second to the reset; rainbow circle)
- Mac overheated; the keyboard is physically hot. (x7)
- Macbook Air (2012 with the minimum requirements to run ILG): Keyboard got extremely hot less than 10 minutes into running the software and trial exam, and my fan did NOT turn on to cool-down my computer as it would do in the past. The computer was plugged into a power source, and into running on battery. My computer did not overheat when I previously took the bar exam and ran the ILG software in Tampa.
- PC keyboard keys got very hot (and remained hot after I closed out of the software)
- Allowed me to use my cat as verification. Multiple applications are now not working
- When copy and pasting into the notepad feature the spacing came out odd, had to take time to correct it to use it efficiently. x3 (extreme formatting issues with text being more than a tab-width apart).
- MacBook Pro (2017) running extremely hot during trial exam; computer has not cooled down in the 20 minutes since completing the trial
- ID verification screen does not require you to show an ID. Will accept literally anything in the frame. (x2)
- No overall timer (x9)
- My computer shut down immediately after I uploaded my trial exam and exited the ILG Software. This had happened twice before with the earlier version of the software as well. It is a brand new computer (Macbook Pro) that I have only ever used for bar prep purposes. I have submitted my problems to both ILG as well as the FBBE.
- Computer VERY hot (Macbook pro)
- My computer got very hot and the fan began running as soon as I opened ILG. My macbook pro was still VERY hot with the fan running, 10 minutes after I closed ILG.
- Downloaded the new software, submitted steps three and four and then exited the software - had the rainbow spinning wheel for several minutes until I did a manual (hard) restart. It's a 2017 MacBook Pro and has never had any issues.

- Also noticed that the MC font is very small. I do have vision issues, but nothing so severe that I've ever needed an accommodation - on a computer, I'd usually just zoom in. (Seconded, and the zoom feature was apparently removed from the software. There used to be an option). (x3)
- Computer overheating after only 20 mins of use (Mac 2012)
- 2017 MacBook Pro hot to the touch and making noises. Lag in typing. Copy and paste feature did not work. Ever since I downloaded the first version of the software, my internet connection has been noticeably slower and I still have that problem with this software.
- New Surface Laptop got very hot after about 10 mins even with an external fan. At some points, there was a lag between typing and the letters appearing. (reported to both ILG and FBBE) [ILG has informed me that this issue is completely related to the performance of my laptop and I should try restarting it or finding a different computer to use]
- 2016 Macbook Pro w/ Touchbar overheated and started making a loud fan noise. Battery dropped from 96% to 85% within 10 minutes of using the program. Verification was inaccurate. It approved my identity without my license or me fully in the photos.
- Cannot use the cut and paste symbols to cut and paste from the essay prompt to the notepad or the essay writing portions. You can only cut and paste using keyboard shortcuts. x5
- When I opened the ILG program it stated I had other programs opened that were not opened and I haven't used in a while. I triple checked they were not opened and kept getting the same message when I would log back in to ILG. (x5)
- External monitor not working anymore (outside of the program). Was working perfectly fine before I downloaded the software and now it will not connect.
- None of my settings from my computer are appearing. For instance: my passwords are all "forgotten" and favorite settings for the internet are non-apparent. (x5)
- Drained my computer battery for a new 2020 Macbook Air. (Went from 100% to 98% in under 2 seconds).
- Mac computer lag with typing every since downloading ILG (and even after deleting first round). (x3)
- Have not received any e-mails from ILG at all, including the email to download the software
- My actual exam answers included my notes from the notepad at the bottom. Seconded, and also included words that I had deleted. (x2)
- No countdown clock (x2).
- Received 2 emails confirming submission. (x5)
- No rules as to the proctor monitoring. (what constitutes a red flag for cheating, can the proctor speak to us, do they have Access to our computers)
- My webcam light would not turn off even after submitting the trial exam AND exiting the software. I had to restart my computer to get it to turn off. (x2)
- ILG email says "Failure to complete these items by Friday, August 14... will result in you having to **handwrite** the exam."
- Overheating computer..going to buy insurance policy on computer, as it costs over 2k.

- Before entering the software it said that I had a “dictionary” application open..I don’t have a dictionary application on my computer nor have I ever used one. See above photo. (x2)
- My computer is lagging and pages keep freezing when scrolling now. I exited ILG over 20 minutes ago. (x3)
- Notepad would lag as I typed and skip tons of letters (x2). Notepad and answer both lag, but notepad is far worse.
- Both times when opening the questions my screen froze and it took 1-2 minutes before the questions were actually loaded.
- My essay prompt loaded right away, but I had approx 30 second delay for MC to load
- Had to reset my computer after because everything was frozen
- ILG did not register that I had multiple Word documents still open on my computer when I started the software (when I exited the software, the Word documents were still open and unharmed) (x5)
- After exiting, despite closing out of Word prior to entering ILG’s program, Word showed as being on (did not have any Docs up).
- I was able to swipe on my trackpad to view other programs during the trial
- Extreme lag when typing essays and taking notes (x3).
- Copy paste functions within the program not working, same with the keyboard shortcuts on the first run (second time I tried shortcuts worked.)
- Downloaded the 2.3.2 version after completely uninstalling prior versions only to have it give an error that stated AE006-A Problem Occurred please uninstall the application. It wouldn’t connect to the FL server and so I had to completely uninstall and reinstall the software again.
- My essay answer submitted contained not only my response but also my notes as well. (x3)
- Exam claimed that Microsoft Edge was open, and that I had to close it, when I started -- but the program wasn’t open, and there was no way to get rid of this notification.
- Google Chrome settings were erased after completing trial and exiting ILG software.
- (Jonathan Levy) Below is a screen shot of the email I sent to ILG. Can provide the email chain if needed:

When I started the essay trial exam I began to type in the answer box and received a message on my computer that "google chrome quit unexpectedly". Upon receipt of this message, I noticed that the green indicator light on my computer went out which indicated that after the message appeared, my webcam turned off and stopped streaming/recording. I tried to click different functions on the screen in order to restart the webcam but I was unsuccessful. I did manage to complete and upload the trial exam, however I am concerned about this bug because it makes me worry that my proctor would perceive an appearance of impropriety should this occur on exam day.

-
- The trial exam answers do NOT register "bolded" text (x2). Additionally, the "notepad" notes appear at the bottom of our submitted answers. See above photo. x3
- I also had the same problem as Johnathan Levy above. Could access in and out of ILG software while the test was up
- Copy/paste function did not work via scissor/paper icons or using keyboard functions. Windows system

ILG trial 8/7/20

Key stroke lagging after 30 minutes of typing

Not able to copy/paste using Notepad (keyboard shortcuts also not working; windows OS)

Battery draining faster than my bank account

Says I have MS Edge open and I don't

Multiple emails confirming upload of exam (x3)

2017 MacBook Pro-

- The entire face of my computer (after about 10 minutes into the "exam") was so hot it was uncomfortable to rest my wrists on the metal. Also the keyboard and keys themselves were hot. I could smell an overheating smell. (NEVER had this issue prior to downloading ILG)
 - Post trial exam (about 10 minutes) the computer is still very hot.
- My battery is losing life VERY fast. This computer generally lasts all day without being charged.
- ID verification took a long time and I am wondering if this counts against our time?? (x2) (great question)
 - Are we not required to do a 360 of the room?!
- Timer did not work

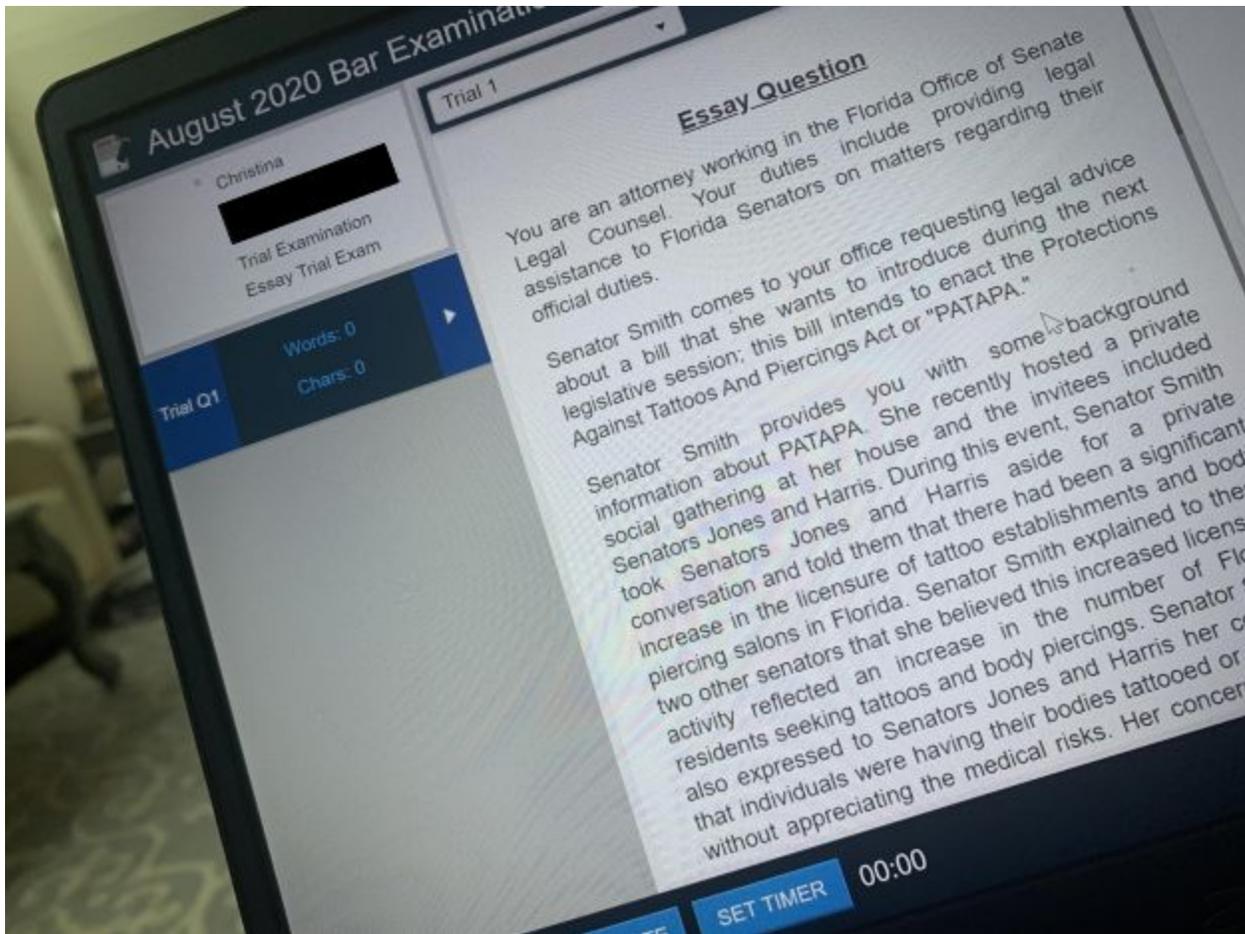
- The longer I spent in the essay, the slower it ran. Towards the end (I only spent 10 minutes in the essay) there was a brief lag on typing.
- Print size on MCQ was extremely small with no option to increase size (x2)
- Essay formatting issues. What appears on screen vs. what is submitted and also ability to organize into outline format skewed.
- Upon entry into the exam, I was told I had multiple applications open. However, none of the applications stated were open. It allowed me to continue...would this be grounds for cheating allegations?!

I selected to begin the trial exam and then selected the Essay portion. My laptop has been frozen on a screen that says "Preparing Disclosures" for at least 20 min.

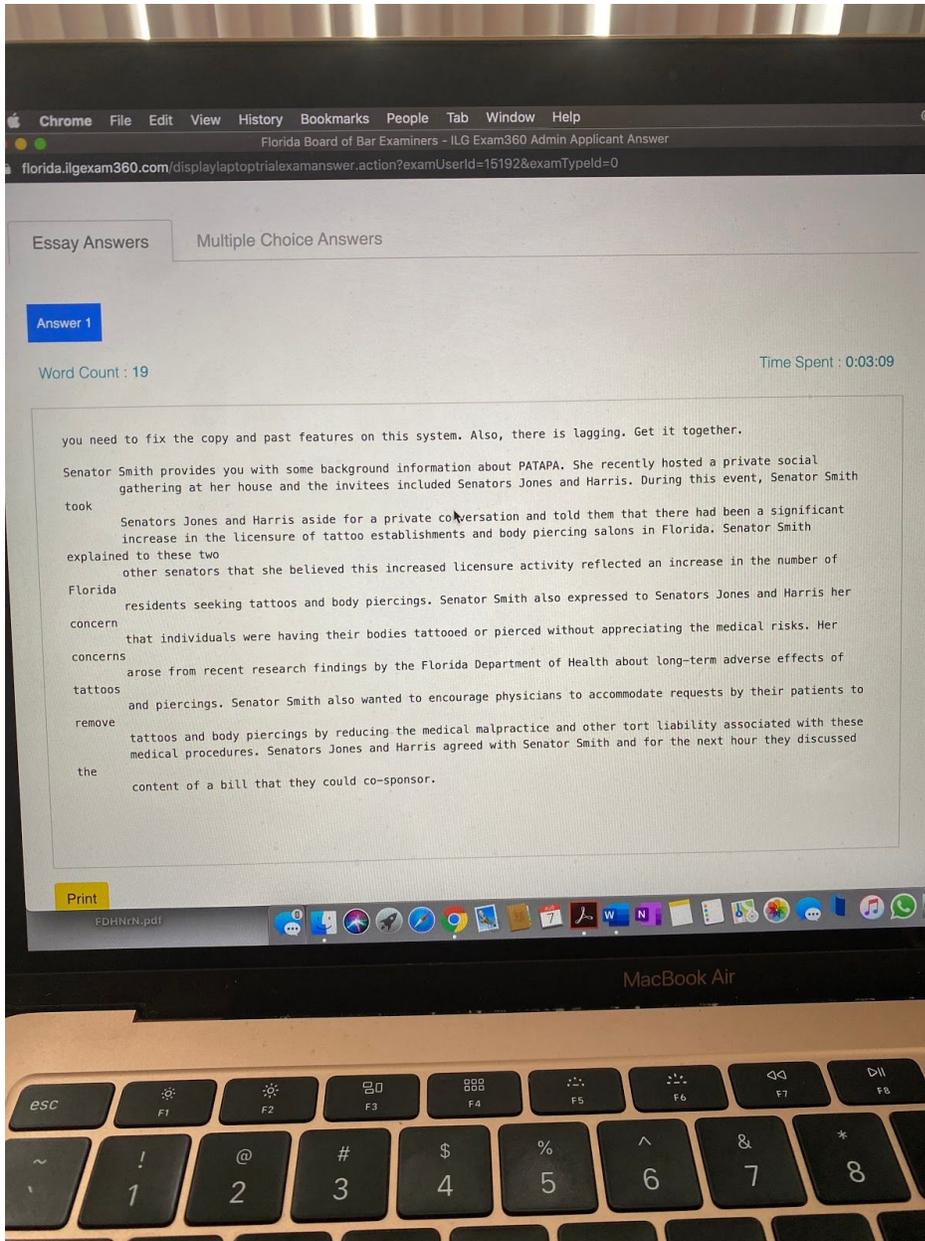
Formatting issues (essay in software looks completely different formatting-wise that the actual exam answers according to the ILG website):

- Bold - does not show up (x2)
- Indents - did not show up (these are the indents in the program, when I use tab on my keyboard that shows up fine)
- List - I was able to make a multi-tiered list on the essay (starting with 123 then going to abc then going to i,ii,iii) but that all changed to one long continuous numbered list
- Spacing - what appears as single spaced when I typed in the essay comes out as double spaced in the actual answer
- Basically, the formatting does not appear the way you intend and does not look as neat and organized as it does when you are typing. This is a problem because organization is a factor that goes to our essay score
- Seconded. Headers, numbered elements, and other formatting does not show up when I view my uploaded answer on the website. What's the point of organizing an answer if it is a waste of time? (x2)

MacBook Pro- Laptop and keyboard got extremely warm and the fan started spinning loudly. Battery life started to drain quicker than usual.



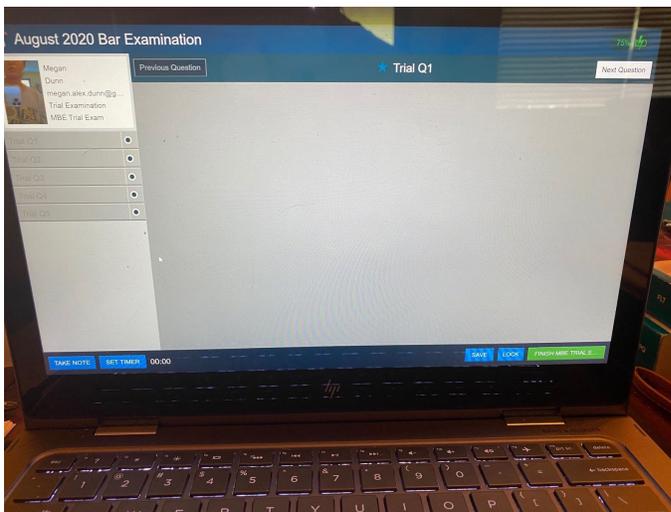
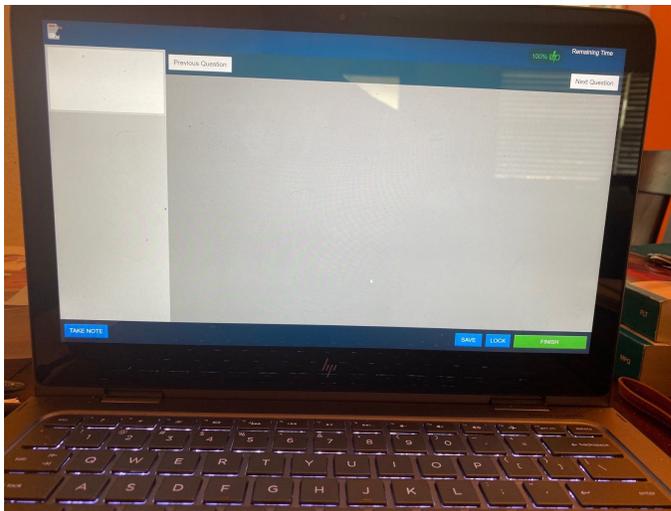
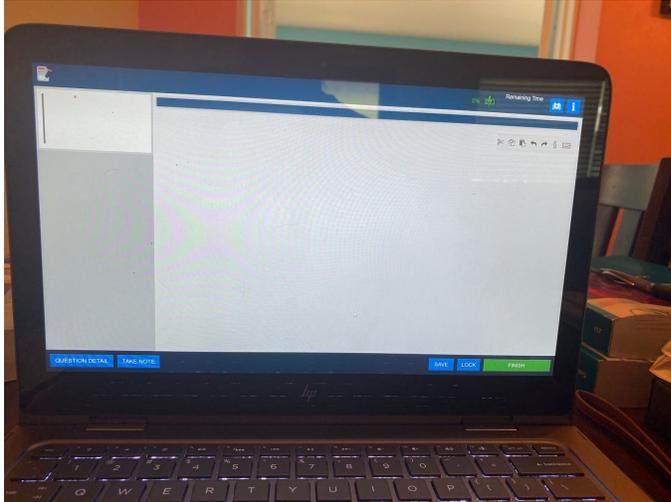
My video didn't work during the essay portion. I emailed ILG and they said my internet needed to be faster or antivirus software needed to be closed before running software. My internet is the highest Comcast offers as I increased it for the exam alone. And this is a new laptop for the exam with no antivirus software. It also said Skype was running which it was not. (Same issue with Skype)



I was testing the copy and paste features and it unfortunately makes this hot mess of a response, screwing up the alignment of the text. (x3)

I then deleted that passage and only wrote that top sentence and submitted it. According to my recorded answers, it still included what I had DELETED! x3

Super concerning. I don't want to be graded for something that I deleted and didn't intend to be submitted. x2



ILG Support told me the lag was because I was not plugged in. I redid the trial exam with my laptop plugged in and had the same result.

Trial Exam Answers

Essay Answers

Multiple Choice Answers

Answer 1

Word Count : 12

Time Spent : 0:02:26

Typed answer to the question

Typed, copied, and pasted into virtual notepad, not answer

The bar exam is not an adequate method of determining attorney competence.

grijefwlijfewijFEWijo

asonable

person would consider material to deciding whether to receive a tattoo and/or body piercing.

The customer acknowledges the risks (identified above) and has voluntarily decided to receive tatt

-lkjjoij

Everything I wrote on my notepad appeared mixed in with my exam answer. Additionally, word count was off - I typed 44 words; word count said 16 words. X3

Bold does not work - italics and underline do work, notepad is always added to the end of the document

Sentences that I deleted from my answer appear in my uploaded answer. Formatting disappears from the uploaded answer. Copy and paste screws up the spacing and justification. x2

The notepad function can't be used without obscuring the text of the hypo, and can't be resized to fit on the side— unclear what the purpose of a notepad is if we can't take notes as we read.

The MC font is too small to read, for those of us who are visually impaired at least. Prior versions had a zoom function which has now been removed.

1. Significant delay of essay appearing on screen
 2. Copy and paste from notepad not functioning x2
 3. No lapsed timer
 4. Deleted content appears on the uploaded essay x2
- Copied and pasted something from notepad to my answer, the copied portion showed up twice in the uploaded answer file on ILG's website

The font is super small ... I am 26 with no eye problems and have to be super close to my screen to see it. My notes portion showed up in my exam answer.

List of Issues with ILG

I had various issues with 2 trials I completed with ILG and I have reported these to ILG tech support as well:

I did two separate trials and in the first one things went a little better than the second trial.

In the first trial, face verification did not work properly. Also, I noticed that my battery life on my laptop was dying really quickly (I did not have my laptop plugged in for the first trial, but I had full battery life.) I noticed the software kept stating that Safari was open when I clearly force quit Safari prior to starting the session.

In the second trial, (with my laptop charger plugged in) I noticed the most issues. My laptop was heating very quickly and the laptop keys were getting hot. It still kept saying Safari was open when I ensured I had quit it. Also, my timer in this trial was not functioning at all. I tried to make it work multiple times. Again, face verification was not correctly verifying. Lastly, when I went back to review my answers for the essay portion, what I had typed on my notepad was included as part of my answer.

I restarted my laptop prior to both live trials.

Screenshot below for reference.

Essay Answers
Multiple Choice Answers

Answer 1

Word Count : 12

Time Spent : 0:03:09

ONE MISS TWO MISS

three

four

5 6 7 8 9

10.....

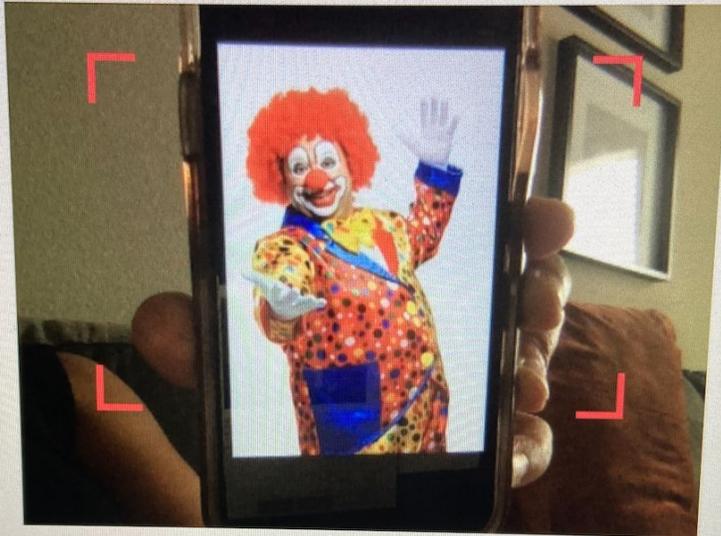
trying this out.

lets s

seeee

This screenshot from my phone shows the items typed from my notepad are included in my answer. Everything from "trying this out" and downwards are what I typed in my notepad.

Remote Check-In (2/2)



Once your ID and your face are verified, you will be able to continue by pressing the "Continue" button.

ID and Face Verification Approved.

Close

Continue

1. ID and Face Verification issues
2. Unable to highlight any portion of the MC questions
3. Notes from the electronic notepad are being reflected in the answer choices for MC
4. Battery drainage — new 2020 MacBook and battery went from 74 to 62 in seconds

EXHIBIT 2

ILG EXAM360 END USER LICENSE AGREEMENT

This copy of ILG Exam360® ("the Software Product") and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. ILG Technologies, LLC or its subsidiaries, affiliates, and suppliers (collectively "ILG") own intellectual property rights in the Software Product. The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement, including any documents, policies and guidelines incorporated by reference (collectively, the "Agreement"). By downloading this Software Product, you are agreeing to comply with this Agreement.

Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

License Grant

This Agreement entitles you to install and use one copy of the Software Product. In addition, you may make one archival copy of the Software Product. The archival copy must be on a storage medium other than a hard drive, and may only be used for the reinstallation of the Software Product. This Agreement does not permit the installation or use of multiple copies of the Software Product, or the installation of the Software Product on more than one computer at any given time, on a system that allows shared use of applications, on a multi-user network, or on any configuration or system of computers that allows multiple users. Multiple copy use or installation is only allowed if you obtain an appropriate licensing agreement for each user and each copy of the Software Product.

Restrictions on Transfer

Without first obtaining the express written consent of ILG, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

Restrictions on Use

You may not use, copy, or install the Software Product on any system with more than one computer, or permit the use, copying, or installation of the Software Product by more than one user or on more than one computer. If you hold multiple, validly licensed copies, you may not use, copy, or install the Software Product on any system with more than the number of computers permitted by license, or permit the use, copying, or installation by more users, or on more computers than the number permitted by license.

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product.

You may not use the database portion of the Software Product in connection with any software other than the Software Product.

Restrictions on Alteration

You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product. You may not reproduce the database portion or create any tables or reports relating to the database portion.

Restrictions on Copying

You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium. You may make one archival copy which must be stored on a medium other than a computer hard drive.

Downloading Files

ILG cannot and does not guarantee or warrant that files available for downloading will be free of infection by software viruses or other harmful computer code, files or programs.

Password Security

You are responsible for maintaining the confidentiality of your login credentials, including user name, email address and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your login credentials.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. Your sole remedy for ANY DEFECTS OR ISSUES RELATING TO the SOFTWARE PRODUCT is the correction or replacement of the Software Product. Selection of whether to correct or replace shall be solely at the discretion of ILG. ILG reserves the right to substitute a functionally equivalent copy of the Software Product as a replacement. Any claim must be made within the applicable warranty period (IF ANY). All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by ILG to have been caused by you. All limited warranties on the Software Product AS SET FORTH HEREIN are granted only to you and are non-transferable.
2. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THE PRECEDING PARAGRAPH, THIS SOFTWARE PRODUCT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ILG AND ITS SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR

RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT. YOUR USE OF THIS SOFTWARE PRODUCT, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SOFTWARE PRODUCT, ANY ADDITIONAL WEBSITE-RELATED SERVICE OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

3. ILG AND ITS SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS; (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR BE ERROR-FREE; (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE PRODUCT WILL BE ACCURATE, COMPLETE OR RELIABLE; (v) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH ILG WILL MEET YOUR EXPECTATIONS; AND (vi) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, ANY ERRORS IN THE SOFTWARE PRODUCT WILL BE CORRECTED. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. ILG WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

4. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE PRODUCT IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF ILG'S WEBSITE OR ILG'S SOFTWARE PRODUCT.

5. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ILG OR THROUGH OR FROM ITS WEBSITE, OR THROUGH OR FROM THIS SOFTWARE PRODUCT, SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF THE SOFTWARE PRODUCT SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS

AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ILG, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE SERVICE, OR THE CONTENT; (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SOFTWARE PRODUCT; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SOFTWARE PRODUCT, THE SERVICE AND/OR THE CONTENT; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (V) ANY OTHER MATTER RELATING TO THE SOFTWARE PRODUCT, THE SERVICE, OR THE CONTENT, EVEN IF ILG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SOFTWARE PRODUCT AND/OR WEBSITE-RELATED SERVICES IS TO STOP USING THE SOFTWARE PRODUCT AND/OR THOSE SERVICES OR CORRECTION OR REPLACEMENT OF THE SOFTWARE PRODUCT AS SET FORTH ABOVE.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, ILG'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$50.00.

Privacy Notice

We have the right to share any information provided by You to the state bar admissions office in your relevant jurisdiction. By using the Website, you consent to all actions taken by us with respect to your information in this regard.

WAIVER OF JURY TRIAL

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THEM ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES ARISING OUT OF THIS TRANSACTION REGARDLESS OF WHETHER COUCHED IN CONTRACT, TORT OR STATUTORY VIOLATION OR REGARDLESS OF WHETHER JOINED WITH OTHER CLAIMS WHICH A PARTY WOULD HAVE OTHERWISE HAD A RIGHT TO TRIAL (including exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use,

misuse, or inability to use the Software Product, the services provided through the Software Product, or the content, or any violation by you of this Agreement.

Indemnification

You understand and agree that you are personally responsible for your behavior when using the Software Product. You agree to indemnify, defend and hold harmless ILG, its suppliers, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Software Product, the services provided through the Software Product, or the content, or any violation by you of this Agreement.

General Provisions, Governing Law, Jurisdiction and Costs

All matters relating to this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). You agree that any legal action or proceeding between ILG and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a state court of competent jurisdiction sitting in Duval County, Florida. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE VENUE OF DUVAL COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT.

Changes to Terms of This Agreement

ILG reserves the right, at its sole discretion, to change, modify, add, or remove portions of the terms of this Agreement and the Software Product at any time. Any such modifications shall be effective immediately. Your continued use of the Software Product following the posting of any changes to the terms of this Agreement will mean that you accept such changes with respect to your continued use.

Waiver and Severability

No waiver by ILG of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ILG to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.