CCO Trademark Usage Policy

The CCO Logo, any mark incorporating the CCO Logo, the "CCO" acronym, and certain additional trademarks registered or claimed by CCO (collectively, the "CCO Marks") are the exclusive property of the NCCCO Services, LLC dba CCO Certification and its affiliates ("CCO"). CCO considers its trademarks and the goodwill they represent to be among its most valuable assets.

The purpose of this document (the "Policy") is to ensure that the CCO Marks remain strong and continue to serve as source and quality indicators of CCO's services while permitting CCO's stakeholders and others to accurately describe their affiliation with CCO. The CCO Marks may not be used without prior written permission and CCO requires proper acknowledgement and strict compliance with this Policy. Any unauthorized use will be grounds for legal action.

1. General

(a) This Policy applies to CCO employees, contractors, licensees, program participants, outside suppliers and vendors, and any other person or third party using or seeking to use the CCO Marks, or any of them.

(b) CCO encourages the authorized use of the CCO Marks so long as the use makes true, fair, and factual statements and abides by applicable law and this Policy. CCO does not charge for the authorized and licensed use of the CCO Marks.

(c) Each company, organization, individual, or other person authorized to use any one or more of the CCO Marks under the terms of this Policy, or otherwise, shall be deemed to be a licensee ("Licensee") subject to the terms of this Policy. For each intended use of the CCO Marks that is not expressly approved in this Policy, each proposed Licensee shall be required to submit a CCO Trademark Use Application and Agreement ("Application") requesting specific approval for the intended use. (The Application is available at nccco.org.) In particular, the proposed Licensee must submit a proposal depicting the intended use, including a copy of any proposed artwork and related text. (Samples of the CCO Marks to create such proposals available at nccco.org.) If the Application is approved, CCO shall provide written approval and digital files of the requested mark to the approved Licensee, to be used only for the intended purpose as approved.

(d) Except as expressly set forth in this Policy, each Licensee must receive written permission from CCO for each different/updated use that is not expressly approved and authorized hereunder or in response to a particular Application.

(e) The term of each license granted to use the CCO Marks, or any of them, shall be as stated in this Policy or any approval. Unless stated otherwise, each authorization and license to use the approved CCO Marks, or any of them, shall last for a term of five (5) years beginning with the date of authorization to use the specific CCO Mark(s) approved thereby.

(f) Any approvals and/or licenses to use the CCO Marks, or any of them or any of their predecessor marks, granted prior to July 1, 2021, shall be revoked as of December 31, 2021, and supplanted by the terms and conditions of this Policy.

(g) Any approvals and/or licenses to use the CCO Marks, or any of them, granted on or after July 1, 2021, shall be granted subject to the express terms and conditions of this Policy.

(h) CCO may suspend or revoke any license to use the CCO Marks at any time by written notice, including

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a suspensionor revocation for failure to comply with the terms and conditions of this Policy or any other applicable condition or law.

(i) The terms of this Policy may be referenced or expressly incorporated into a separate written agreement with CCO.

2. Exclusive Ownership

(a) By using the CCO Marks, or any of them, Licensee acknowledges that CCO is the exclusive owner of the CCO Marks.

(b) Licensee agrees not to interfere with CCO's rights to the CCO Marks, or any of them, including but not limited tochallenging CCO's use, registration of, or application to register, any CCO Mark.

(c) Each and every approval and/or authorization to use the CCO Marks, or any of them, under the terms of this Policy is to be deemed a limited, non-transferable, revocable license to use the expressly authorized mark(s) for the approved purpose and manner, and expressly subject to all of the limitations and restrictions set forth in this Policy.It is expressly agreed and understood that any such license does not transfer any right, title, or interest in the CCO Marks, or any of them.

3. Non-Permissible Uses of the CCO Marks

(a) The CCO Marks may not be used:

1. As the name of or in combination with the name of Licensee's company or trade name, for products or services,as a domain name, social media profile, app launch tile image, or as part of Licensee's marks or logos (except referentially to describe its purpose or to refer to CCO or its products or services);
2. In a manner that could confuse a reasonable viewer as to the source of a product or service, including but not limited to, imitating the CCO Marks, trade dress or other elements of CCO's website in advertising, product packaging or promotional materials, or using the CCO Marks to falsely imply that CCO endorses or sponsors anon-CCO product or service;
3. In an attempt to register or maintain a trademark or domain name that contains or is a derivative of the CCOMarks;
4. In material or in a manner that disparages or defames CCO, its products or services, its employees or affiliates, orother persons or entities;
5. In material or in a manner that otherwise damages the reputation of CCO or the goodwill in the CCO Marks;
6. In false or misleading advertising or promotions;
7. For purely decorative purposes; or
8. In material or in a manner that CCO finds offensive or objectionable.

4. CCO Marks—Quality Control Specifications

(a) CCO shall retain all rights in control over the quality of the use of the CCO Marks.

(b) Only logos provided by CCO can be used in connection with any goods, products, and services incorporating theCCO Marks, or any of them, and those logos may not be modified without prior written approval. Any use of the CCO Marks must strictly adhere to all quality specifications and strictly comply with the provisions of this Policy.

(c) As a condition of any license hereunder, Licensee agrees to cooperate with any and all efforts periodically to monitorthe quality of the use of the CCO Marks, including providing CCO with samples,

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(d) pictures, or depictions of Licensee's use of the CCO Marks within a reasonable time of any request therefor.

(e) Material displaying the CCO Marks must attribute ownership of the trademark to CCO, such as including proper registration notation and/or required verbiage attributing ownership.

(f) CCO Marks must include the proper trademark/registration notation (™ for common law trademarks or marks pending registration, ® for registered trademarks). In text, only the first instance of the CCO Mark needs annotation. After the first instance, dropping the ™ or ® is permitted. For logos, however, Licensee must include the ™ or ® in each instance.

(g) Licensee must treat the CCO Marks, or any of them, as a single piece of art, not as a conglomeration or collection of text and/or images.

(h) CCO Marks must be produced in the highest quality available, in compliance with the provisions of this Policy.

(i) Resized logos must retain their original proportions and must never be so small that the letters and shape of the logos or trademark/registration notations are unrecognizable.

(j) Any use of the CCO Marks may not be more prominent than Licensee's logo or Licensee's company logo and may not be larger or more pronounced than Licensee's logo or Licensee's company logo.

(k) CCO Marks must be used in the precise colors provided. Licensee may not alter the coloring of any CCO Marks.

(l) When using the CCO Marks, or any of them, on a website or another internet-enabled medium, at least one reference to CCO must include a link to www.nccco.org.

(m) Derivative works—the modifying of marks/logos (other than resizing)—are not permitted.

5. Use of the CCO Logo







(a) The use of the CCO corporate logo, a registered mark (the "CCO Logo", above), in its various forms, is not permitted without CCO's express written approval or express written acceptance of a detailed and specific use thereof.

(b) If given specific approval to use the CCO Logo, unless expressly exempted in writing, Licensee shall place the following wording in a prominent, or notable, position proximate to each use of the CCO Logo:
"The CCO logo is a registered trademark owned by CCO."

(c) Notwithstanding the foregoing, CCO Certificants are granted strictly limited use of the CCO logo through the QR code produced by the "Share myCCO Certifications" feature in the myCCO portal, and only in connection with that feature.

(d) Licensee must strictly adhere to the image specification guidelines in Section 4 of this Policy.

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6. Use of the "CCO" Acronym

(a) The use of the "CCO" acronym (the "Acronym"), which is a registered mark, is not permitted without CCO's express written approval or express written acceptance of a detailed and specific use thereof.

(b) The "NCCCO" acronym, which is a registered mark, is no longer used in connection with the activities of CCO Certification and is not permitted under this Policy.

(c) However, Licensees may use the Acronym referentially to refer to CCO or its products or services.

(d) As set forth in Section 3 of this Policy, the Acronym may not be used in any circumstances that would lead an individual to believe that there is an association with, or endorsement by, CCO that does not exist.

1. Example 1:
   i. *Incorrect:* NCCCO Instructor.
   ii. *Correct:* "Instructor offering preparatory training for CCO certification exams," or "Instructor for CCO certification prep courses," or "CCO prep course instructor."
2. Example 2:
   i. *Incorrect:* CCO Training Course.
   ii. *Correct:* "Preparatory training course for CCO certification exams," or "Prep course for CCO certification exams," or "CCO rigger certification prep course."

7. Use of the Training Provider Recognition (TPR) Logo



(a) The use of the CCO Training Provider Recognition Logo (above, the "TPR Logo") is not permitted without CCO's approval hereunder, or CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy.

(b) A training provider ("TP") who has submitted a signed application and agreement to become a

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listed trainingprovider on the CCO website (the "TP Agreement"), agreeing to be bound by this Policy, may use the TPR Logo subject to the terms of this Policy, for a term of one (1) year beginning with the date of approval of the TPAgreement.

(c) Non-listed training providers may not use the TPR Logo. Non-listed training providers who wish to use the TPR Logo may apply to become a listed training provider at https://www.nccco.org/nccco/resources/training-resources/training-policy.

(d) A training provider approved to be listed on the website is not required to use the TPR Logo. However, if the training provider elects to use the TPR Logo hereunder, in order to avoid confusion of the CCO Marks with any other program not in compliance with, nor under the control of, CCO, if a "for hire" company offering services (such astraining) to third parties on a commercial basis, as a condition, the training provider shall not offer training for otherna tional personnel certification bodies that provide certifications directly competing with certifications issued by CCO. This shall not preclude a company from conducting training or issuing its own independent certificates of completion of training.

(e) In each case, the TPR Logo must be used as displayed above and may not remove any of the relevant language.

(f) Licensee training providers must adhere to the image specification guidelines in Section 4 of this Policy.

(g) Upon approval of each TP Agreement, and subject to CCO's discretion and/or rescission of licensed rights for anyspecific use(s), as well as the foregoing conditions, CCO generally approves the following uses of the TPR Logo
by that listed training provider, without additional written approval, for uses directly related to the listed trainingprovider's services:

1. *Business Cards*

   The TPR Logo may be displayed on a training provider employee's business card if: (i) the training provider's logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TPR Logo is not used in a manner which would convey an association with, or endorse-ment by, CCO that does not exist; (iii) the TPR Logo is never given more prominence than the training provider's logo; and (iv) the business card is used by the employee in direct connection with the training provider's business.

2. *Stationary/Letterhead*

   The TPR Logo may be displayed on a training provider's stationary/letterhead if: (i) the training provider'slogo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/ letter- head; (ii) the TPR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the TPR Logo is never given more prominence than the trainingprovider's logo.

3. *Email Signatures*

   The TPR Logo may be displayed on a training provider employee's email signature if: (i) the training provider's logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TPR Logo is not used in a manner which would convey an association with, or endorse-ment by, CCO that does not exist; (iii) the TPR Logo is never given more prominence than the training provider's logo; and (iv) the email signature is used by the employee in direct connection with the trainingprovider's business.

4. *Company Social Media Profiles*

   The TPR Logo may be displayed on a training provider's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the TPR Logo is not the profile icon or picture; (ii) the training

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provider's logo is also shown and is emphasized in a way that clearly identifies the entity using the profile; (iii) the TPR Logo is never given more prominence than the training provider's logo; (iv) the TPR Logo is not used in a manner which wouldconvey an association with, or endorsement by, CCO that does not exist; (v) the profile is used in direct connection with the training provider's business; and (vi) at least one instance of the TPR Logo includes alink to www.nccco.org.

5. *Website*

The TPR Logo may be displayed on a training provider's website if: (i) the training provider's logo is also shown and is emphasized in a way that clearly identifies the entity using the website; (ii) the TPR Logo is never given more prominence than the training provider's logo; (iii) the TPR Logo is not used in the top banner of the webpage; (iv) the TPR Logo is not used in a manner which would convey an association with,or endorsement by, CCO that does not exist; (v) the website is used in direct connection with the training provider's business; and (vi) at least one instance of the TPR Logo includes a link to www.nccco.org.

(h) Each approved and listed training provider's license to use the TPR Logo in connection with the foregoing generallyapproved uses, or any of them, shall expire upon the expiration of the training provider's TP Agreement with CCO, or when the training provider is no longer listed as a training provider on the CCO website, for any reason,whichever occurs first.

(i) Approval of any uses of the TPR Logo outside of the generally approved uses listed above, or use of any other CCO Mark by a training provider, is subject to CCO's discretion and approval of a written proposal using the Applicationreferenced in Section 1.

8. Use of the "Proudly Employing" Logo



(a) The use of the "Proudly Employing" Logo (above, the "Employer Logo"), incorporating the CCO Logo, a registered mark, is not permitted without CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy.

(b) In each case, the Employer Logo must be used as displayed above and may not remove any of the relevant language.

(c) Licensee employers must adhere to the image specification guidelines in Section 4 of this Policy.

(d) Approval of any and all uses of the Employer Logo, or use of any other CCO Mark by a Company, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

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9. Use of the Annual Employer Award Logos



(a) The use of the CCO Annual Employer Award Logos (above, the "Employer Award Logos"), incorporating the CCO Logo, is not permitted without CCO's approval hereunder, or CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy.

(b) An employer or training provider may receive for an annual award from CCO after meeting certain criteria.

(c) In each case, the Employer Award Logos must be used as displayed above and may not remove any of the relevant language.

(d) Winners of the award must adhere to the image specification guidelines in Section 4 of this Policy.

(e) Upon receiving an award from CCO, and subject to CCO's discretion and/or rescission of licensed rights for any specific use(s), as well as the foregoing conditions, CCO generally approves the following uses of the Employer Award Logos by winner of the award, without additional written approval, for uses directly related to the winner of the award's business services:

1. *Business Cards*

   The Employer Award Logos may be displayed on a award winner's employee's business card if: (i) the company logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the Employer Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the Employer Award Logos are never given more prominence than the company's logo; and (iv) the business card is used by the employee in direct connection with the company's business.

2. *Stationary/Letterhead*

   The Employer Award Logos may be displayed on an award winner's stationary/letterhead if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/ letterhead; (ii) the Employer Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the Employer Award Logos are never given more prominence than the company's logo.

3. *Email Signatures*

   The Employer Award Logos may be displayed on an award winner's employee's email signature if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the Employer Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the Employer Award Logos are never given more prominence than the company's logo; and (iv) the email signature is used by the employee in direct connection with the company's business.

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4. *Company Social Media Profiles*

   The Employer Award Logos may be displayed on an award winner's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the Employer Award Logos are not the profile icon or picture; (ii) the company's logo is also shown and is emphasized in a way that clearly identifies the entity using the profile; (iii) the Employer Award Logos are never given more prominence than the company's logo; (iv) the Employer Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the profile is used in direct connection with the company's business; and (vi) at least one instance of the Employer Award Logos includes a link to www.nccco.org.

5. *Website*

   The Employer Award Logos may be displayed on an award winner's website if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity using the website; (ii) the Employer Award Logos are never given more prominence than the company's logo; (iii) the Employer Award Logos are not used in the top banner of the webpage; (iv) the Employer Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the website is used in direct connection with the company's business; and (vi) at least one instance of the Employer Award Logos includes a link to www.nccco.org.

6. *Promotional Materials*

   The Employer Award Logos may be displayed on an award winner's promotional materials (such as brochures or handouts) if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity promoting goods and/or services; (ii) the Employer Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the Employer Award Logos are never given more prominence than the company's logo.

(f) Approval of any uses of the Employer Award Logos outside of the generally approved uses listed above, or use of any other CCO Mark by a company, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

10. Use of the Annual Training Provider Award Logos



(a) The use of the CCO Annual Training Provider Award Logos (above, the "TP Award Logos"), incorporating the CCO Logo, is not permitted without CCO's approval hereunder, or CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy.

(b) An employer or training provider may receive for an annual award from CCO after meeting certain criteria.

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(c) In each case, the TP Award Logos must be used as displayed above and may not remove any of the relevant language.

(d) Winners of the award must adhere to the image specification guidelines in Section 4 of this Policy.

(e) Upon receiving an award from CCO, and subject to CCO's discretion and/or rescission of licensed rights for any specific use(s), as well as the foregoing conditions, CCO generally approves the following uses of the TP Award Logos by winner of the award, without additional written approval, for uses directly related to the winner of the award's business services:

1. *Business Cards*

   The TP Award Logos may be displayed on a award winner's employee's business card if: (i) the company logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TP Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the TP Award Logos are never given more prominence than the company's logo; and (iv) the business card is used by the employee in direct connection with the company's business.

2. *Stationary/Letterhead*

   The TP Award Logos may be displayed on an award winner's stationary/letterhead if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/ letterhead; (ii) the TP Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the TP Award Logos are never given more prominence than the company's logo.

3. *Email Signatures*

   The TP Award Logos may be displayed on an award winner's employee's email signature if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TP Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the TP Award Logos are never given more prominence than the company's logo; and (iv) the email signature is used by the employee in direct connection with the company's business.

4. *Company Social Media Profiles*

   The TP Award Logos may be displayed on an award winner's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the TP Award Logos are not the profile icon or picture; (ii) the company's logo is also shown and is emphasized in a way that clearly identifies the entity using the profile; (iii) the TP Award Logos are never given more prominence than the company's logo; (iv) the TP Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the profile is used in direct connection with the company's business; and (vi) at least one instance of the TP Award Logos includes a link to www.nccco.org.

5. *Website*

   The TP Award Logos may be displayed on an award winner's website if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity using the website; (ii) the TP Award Logos are never given more prominence than the company's logo; (iii) the TP Award Logos are not used in the top banner of the webpage; (iv) the TP Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the website is used in direct connection with the company's business; and (vi) at least one instance of the TP Award Logos includes a link to www.nccco.org.

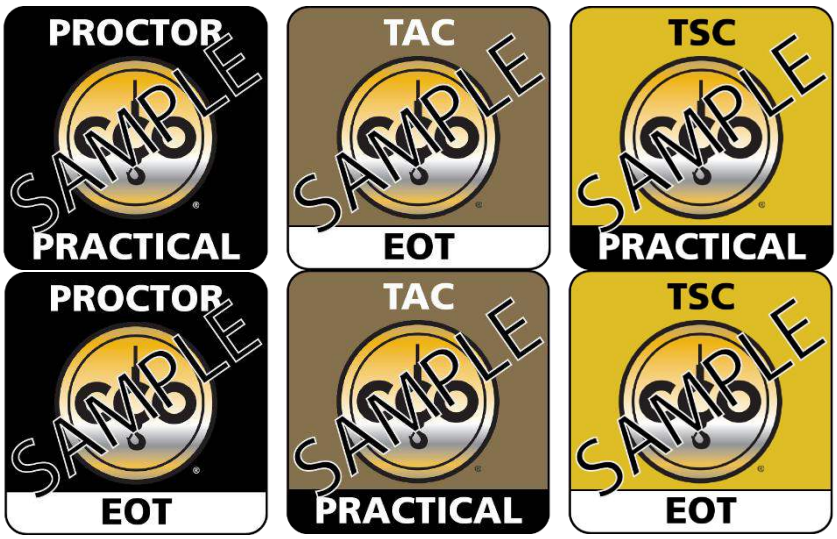
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6. *Promotional Materials*

The TP Award Logos may be displayed on an award winner's promotional materials (such as brochures or handouts) if: (i) the company's logo is also shown and is emphasized in a way that clearly identifies the entity promoting goods and/or services; (ii) the TP Award Logos are not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the TP Award Logos are never given more prominence than the company's logo.

Approval of any uses of the TP Award Logos outside of the generally approved uses listed above, or use of any other CCO Mark by a company, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

11. Use of the CCO Credentialed Testing Personnel Logos



(a) The use of the CCO Credentialed Testing Personnel Logos (above, the "CTP Logos"), incorporating the CCO Logo, is not permitted without CCO's express written approval or express written acceptance of a detailed and specific use thereof.

(b) Licensee must strictly adhere to the image specification guidelines in Section 4 of this Policy.

12. Use of the CCO-Certified Certificant Logo



(a) Use of the CCO Certificant Badges (samples shown above, the "Badges"), each incorporating the CCO

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Certification registered word mark, is not permitted without CCO's express approval hereunder, or CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy. Each of the Badges is associated with a particular certification, and each is also subject to a copyright registration.

(b) A CCO-certified certificant who has executed and entered into a written agreement with CCO agreeing to be bound by this Policy, and who wishes to indicate his or her certification through CCO, may utilize the corresponding Badge(s) accurately, subject to the terms of certification and this Policy.

(c) The Badges shall be used by Licensee only in the form shown above, as provided by CCO. All uses must adhere to the quality control specification guidelines in Section4 of this policy.

(d) Upon approval and receipt of a Badge corresponding to a valid certification, and subject to CCO's discretion and/or rescission of licensed rights for any particular use(s), as well as the conditions herein, CCO generally approves the following uses of a Badge by a CCO-certified certificant, but only to the extent the Badge corresponds to the valid certification, without additional written approval, for uses directly related to the CCO-certified certificant's business and professional activities, as follows:

1. *Business Cards*

   A Badge may be displayed on a CCO-certified certificant's business card if: (i) the CCO-certified certificant's business or company logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the Badge is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the Badge is never given more prominence than the CCO-certified certifican's business or employer's logo; and (iv) the business card is used by the CCO-certified certificant in direct connection with the CCO-certified certificant's business and professional activities.

2. *Stationary/Letterhead*

   A Badge may be displayed on a CCO-certified certificant's stationary/letterhead if: (i) the CCO-certified certificant's business or company logo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/ letterhead; (ii) the Badge is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the Badge is never given more prominence than the CCO-certified certificant's business or employer's logo.*Email Signatures*

3. *Professional Social Media Profiles*

   A Badge may be displayed on a CCO-certified certificant's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the Badge is not the profile icon or picture; (ii) if a current company or employer is identified, the CCO-certified certificant's company logo is also shown and is emphasized in a way that clearly identifies such entity; (iii) if a current company or employer is identified, the Badge is never given more prominence than the logo of such entity; (iv) the Badge is not used in a manner which would convey an association with, or endorsement or employment by, CCO that does not exist; and, (v) the profile is used in direct connection with the CCO-certified certificant's business or professional activities.*Professional Website*

4. *Professional Website*

   A Badge may be displayed on a certified crane inspector's website if: (i) if the website is associated with a business or company, the logo of such entity is also shown and is emphasized in a way that clearly identifies the entity associated with the website; (ii) if the website is associated with a business or company, the Badge is never given more prominence than the logo of such entity; (iii) the Badge is not used in the top banner of the webpage; (iv) the Badge is not used in a manner which would convey an association with, or endorsement or employment by, CCO that does not exist; (v) the website is used in direct connection with

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the CCO-certified certificant's business or professional activities; and (vi) at least one instance of the Badge includes a link to www.nccco.org.

(e) Each approved CCO-certified certificant's license to use a Badge in connection with the foregoing generally approved uses, or any of them, shall remain valid for each issued Badge only while the CCO-certified certificant is actually certified through CCO for that particular certification, and while in good standing with CCO. Loss of a particular CCO certification, through expiration, or by any other means, shall expressly revoke any license to use the corresponding Badge. Loss of CCO certification and status as a certificant, through suspension or revocation, or by any other means, shall expressly revoke all licenses to use any and all Badges.

(f) Approval of any uses of the Badges, or any of them, outside of the approved uses listed above, or use of any other CCO Mark by a CCO-certified certificant, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

13. Use of CCO-Certified Crane Inspector Logo



(a) The use of the CCO-Certified Crane Inspector Logo (above, the "CCI Logo"), incorporating the CCO Logo, a registered mark, is not permitted without CCO's express approval hereunder, or CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy.

(b) A CCO-certified certificant who has signed a written agreement with CCO agreeing to be bound by this Policy, and who wishes to indicate his or her crane inspector certification through CCO, may utilize the CCI Logo, subject to the terms of certification and this Policy.

(c) The CCI Logo shall be used by Licensee only in the form shown above, as provided by CCO, and any such use shall include, in clearly legible text, the Licensee's first and last name (as they appear on the Licensee's CCO certification card), certification number, expiration date, and types of CCO crane inspector certification(s) held.

(d) To the extent any changes occur over time in the Licensee's information contained in the CCI logo use shown above (e.g., expiration date, types of crane inspector certification, etc.), Licensee shall be under a continuing duty to immediately correct all CCI Logo uses to ensure their continuing accuracy.

(e) Certificant Licensee's must adhere to the image specification guidelines in Section 4 of this Policy.

(f) Upon approval and receipt of the personalized CCI Logo, and subject to CCO's discretion and/or rescission of licensed rights for any specific use(s), as well as the foregoing conditions, CCO generally approves the following uses of the CCI Logo by that certified crane inspector, without additional written approval, for uses directly related to the certified crane inspector's services:

1. *Business Cards*

The CCI Logo may be displayed on a certified crane inspector's business card if: (i) the certified crane inspector's company logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the CCI Logo is not used in a

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manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the CCI Logo is never given more prominence than the certified crane inspector employer's logo; and (iv) the business card is used by the certified crane inspector in direct connection with the certified crane inspector's business.

2. *Stationary/Letterhead*

   The CCI Logo may be displayed on a certified crane inspector's stationary/letterhead if: (i) the certified crane inspector's company logo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/ letterhead; (ii) the CCI Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the CCI Logo is never given more prominence than the certified crane inspector's company logo.

3. *Email Signatures*

   The CCI Logo may be displayed on a certified crane inspector's email signature if: (i) the certified crane inspector's company logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the CCI Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the CCI Logo is never given more prominence than the certified crane inspector's company logo; and (iv) the email signature is used by the employee in direct connection with the certified crane inspector's business.

4. *Professional Social Media Profiles*

   The CCI Logo may be displayed on a certified crane inspector's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the CCI Logo is not the profile icon or picture; (ii) the certified crane inspector's company logo is also shown and is emphasized in a way that clearly identifies the entity using the profile; (iii) the CCI Logo is never given more prominence than the certified crane inspector's company logo; (iv) the CCI Logo is not used in a manner which wouldconvey an association with, or endorsement by, CCO that does not exist; (v) the profile is used in direct connection with the certified crane inspector's business; and (vi) at least one instance of the CCI Logo includes alink to www.nccco.org.

5. *Professional Website*

   The CCI Logo may be displayed on a certified crane inspector's website if: (i) the certified crane inspector's company logo is also shown and is emphasized in a way that clearly identifies the entity using the website; (ii) the CCI Logo is never given more prominence than the certified crane inspector's logo; (iii) the CCI Logo is not used in the top banner of the webpage; (iv) the CCI Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the website is used in direct connection with the certified crane inspector's business; and (vi) at least one instance of the CCI Logo includes a link to www.nccco.org.

(g) Each approved CCO-certified certificants license to use the CCI Logo in connection with the foregoing generallyapproved uses, or any of them, shall remain valid only while certified through, and in good standing with, CCO. Loss of CCO certification, through revocation or expiration, or by any other means, shall expressly revoke any license to use the CCI Logo.

(h) Approval of any uses of the CCI Logo outside of the approved uses listed above, or use of anyother CCO Mark by a CCO-certified certificant, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

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14. Use of CCO-Certified "Star" Certificant Logos



(a) The use of the CCO-Certified Star Certificant Logos (above, the "CCO Star Logos"), incorporating the CCO Logo,a registered mark, is not permitted without CCO's express approval hereunder, or CCO's written acceptance of adetailed and specific use, pursuant to the terms of this Policy.

(b) A CCO-certified certificant who has signed a written agreement with CCO agreeing to be bound by this Policy, and who wishes to indicate his or her continued recertification through CCO, may utilize the CCO Star Logos as used in branded merchandise purchased directly from CCO, subject to the terms of certification and this Policy.Merchandise includes, but is not limited to, decals, lapel pins, apparel, hats, iron-on patches, or any other itemsavailable for sale through CCO.

(c) The CCO Star Logos must be used as displayed above and may not remove any of the relevant language.

(d) CCO-certified certificants must request CCO Star Logos merchandise from CCO. Upon approval, the CCO Star Logo(s) provided will depend on the certificant Licensee's certification and recertification status through CCO'sprograms.

(e) The CCO Star Logos may only be used as received from CCO. Certificant Licensee may not digitally use the CCO StarLogos or otherwise use the CCO Star Logos to create his or her own decals or merchandise.

(f) CCO Star Logos merchandise received from CCO must only be used by the certificant Licensee who received it, and for personal uses. These uses include placing decals on personal equipment or on the bumpers of personal vehicles.

(g) CCO Star Logos decals cannot be reproduced, digitally scanned, resold, transferred, resized, altered, or otherwiseused outside of the manner described above.

(h) Certificant Licensee's must adhere to the image specification guidelines in Section 4 of this Policy.

(i) CCO-certified certificants approved to use the CCO Star Logos merchandise may only continue to use the CCO StarLogos merchandise purchased through CCO while certified through, and in good standing with, CCO. Loss of CCO certification, through revocation or expiration, or by any other means, shall expressly revoke any license to use theCCO Star Logos merchandise.

(j) Approval of any uses of the CCO Star Logos, or any of them, outside of the approved uses listed above, or use of anyother CCO Mark by a CCO-certified certificant, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

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15. Use of the Test Site Recognition ("Proudly Offering") Logo



(a) The use of the CCO Test Site Recognition Logo (above, the "TSR Logo" or "Proudly Offering Logo") is not permitted without CCO's approval hereunder, or CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy.

(b) For purposes of this policy governing use of the TSR Logo, a test site ("Test Site") is defined as an Event Online Testing (EOT) written test site or a Practical Exam test site that is (i) duly approved and authorized, (ii) currently registered or renewed, (iii) active, and (iv) in good standing with CCO.

(c) A Test Site that agrees in writing to be bound by this Policy while meeting the conditions of the foregoing subsection may use the TSR Logo for a term of one (1) year beginning with the date on which it is initially approved or annually renewed by CCO as an authorized test site; provided, however, that the authority to use the TSR Logo shall be automatically and immediately withdrawn if and when the Test Site ceases to satisfy any one or more of the conditions of subsection (b). Any use of the TSR Logo must be consistent with the terms and conditions of this Policy.

(d) A Test Site is not required to use the TPR Logo. However, as consideration for the authorization to do so, each Test Site expressly agrees that all efforts to promote or provide a test site for CCO Certification examinations shall be conducted in good faith. For example, without limiting the foregoing, a Test Site shall not: (i) make insincere offers to provide CCO testing facilities for the purpose of switching candidates to another credential product; (ii) discredit or disparage CCO to induce the purchase of substitute services for personnel qualifications or other credentials; or (iii) promote or provide testing services in a manner that creates confusion between CCO credentials and credentials offered by the Test Site or an affiliated entity or offered by another personnel certification body. Any breach of this "good faith" requirement shall be sufficient and adequate grounds for immediate termination of the Test Site's approval and registration and/or other appropriate remedies.

(e) In each case, the TSR Logo must be used as displayed above and may not remove any of the relevant language. The TSR Logo must be used in a professional, commercially appropriate manner to signify the Test Site's status as a current testing facility for CCO Certification examinations.

(f) Licensed Test Sites must adhere to the image specification guidelines in Section 4 of this Policy.

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(g) Upon approval or renewal of each Test Site, and subject to CCO's discretion and/or rescission of licensed rights for any specific use(s), as well as the foregoing conditions, CCO generally approves the following uses of the TSR Logo by that Test Site, without additional written approval, for uses directly related to the Test Site's testing services for CCO Certification examinations:

1. *Business Cards*

   The TSR Logo may be displayed on a Test Site employee's business card if: (i) the Test Site's logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TSR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the TSR Logo is never given more prominence than the Test Site's logo; and (iv) the business card is used by the employee in direct connection with the Test Site's business.

2. *Stationary/Letterhead*

   The TSR Logo may be displayed on a Test Site's stationary/letterhead if: (i) the Test Site's logo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/ letter- head; (ii) the TSR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the TSR Logo is never given more prominence than the training provider's logo.

3. *Email Signatures*

   The TSR Logo may be displayed on a Test Site employee's email signature if: (i) the Test Site's logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TSR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the TSR Logo is never given more prominence than the Test Site's logo; and (iv) the email signature is used by the employee in direct connection with the Test Site's business.

4. *Company Social Media Profiles*

   The TSR Logo may be displayed on a Test Site's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the TSR Logo is not the profile icon or picture; (ii) the Test Site's logo is also shown and is emphasized in a way that clearly identifies the entity using the profile; (iii) the TSR Logo is never given more prominence than the Test Site's logo; (iv) the TSR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the profile is used in direct connection with the Test Site's business; and (vi) at least one instance of the TSR Logo includes a link to www.nccco.org.

5. *Website*

   The TSR Logo may be displayed on a Test Site's website if: (i) the Test Site's logo is also shown and is emphasized in a way that clearly identifies the entity using the website; (ii) the TSR Logo is never given more prominence than the Test Site's logo; (iii) the TSR Logo is not used in the top banner of the webpage; (iv) the TSR Logo is not used in a manner which would convey an association with,or endorsement by, CCO that does not exist; (v) the website is used in direct connection with the Test Site's business; and (vi) at least one instance of the TSR Logo includes a link to www.nccco.org.

6. *Test Site Location*

   The TPR Logo may be displayed at or near the entrance to a Test Site location if: (i) the entrance is used in direct connection with the Test Site's testing services for CCO Certification examinations; (ii) the TSR Logo is not used as part of the building directory or external business signage for the Test Site; (iii) the Test Site's logo is also shown and is

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emphasized in a way that clearly identifies the Test Site as the entity controlling the location; (iv) the TSR Logo is never given more prominence than the Test Site's logo; and (v) the TSR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist.

(h) Each Test Site's license to use the TSR Logo in connection with the foregoing generally approved uses, or any of them, shall terminate upon the expiration or other withdrawal, for any reason, of the Test Site's authorized status as a test site with CCO.

(i) Approval of any uses of the TSR Logo outside of the generally approved uses listed above, or use of any other CCO Mark by a Test Site, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

16. Trademark Misuse or Abuse

(a) In the event that any marks, logos, icons, or images are deemed by CCO to be confusingly similar to the CCO Marks, or if CCO determines that any use of the CCO Marks violates this Policy, Licensee agrees to cooperate with any CCO investigation in connection therewith and to provide all relevant information relating to the misuse, including but not limited to where the misuse occurred. Licensee also agrees to notify CCO's legal team at legal.department@nccco.org in the event of discovery of a use that violates or reasonably appears to violate the terms and conditions of this Policy.

(b) CCO reserves the right to review any generally or specifically approved use of the CCO Marks, in its discretion, and may object to any use that it deems to be a violation of this Policy, even if that use is not expressly prohibited by this Policy. If CCO objects to a use, Licensee must promptly cease using the CCO Marks, or any of them, in such manner.

17. Amendments

(a) CCO MAY MODIFY ITS TRADEMARKS, INCLUDING ANY OF THE CCO MARKS, AND CCO MAY MODIFY THE TERMS AND CONDITIONS OF THIS POLICY, AT ANY TIME AND IN ITS SOLE DISCRETION.

(b) PLEASE REFER TO THIS POLICY REGULARLY TO ENSURE COMPLIANCE.

18. Disclaimers

(a) This Policy is not intended to be a definitive or complete statement of general and proper trademark usage.

(b) This Policy is not intended to serve as legal advice.

19. Legal

(a) Any legal proceeding arising out of or in any way relating to this Policy shall be commenced in the State of Utah.

(b) The parties hereto irrevocably submit to, and waive any objections to, such exclusive jurisdiction and venue.

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