

**Old Dominion Freight Lines, Inc.
Electronic License Agreement**

IMPORTANT -- READ CAREFULLY: This License Agreement ("**Agreement**") is a legal agreement between you, the end user licensee (either an individual or a single entity as listed below) ("**Licensee**"), and Old Dominion Freight Line, Inc., a Virginia corporation, having a principal office and place of business at Thomasville, North Carolina ("**OD**") for use of OD's proprietary trademark identified on Exhibit A attached hereto (the "**Mark**") on your Internet website or other location identified below ("**Approved Location**") as authorized in this Agreement. By copying, downloading, accessing or otherwise using the Mark, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not click download or use the Mark.

Licensee hereby agrees to the use of electronic communications in order to enter into this Agreement, to create other records and to the electronic delivery of notices, policies and records of transactions between Licensee and OD with respect to the Mark and this Agreement. Licensee hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

This Agreement, which set out the terms and conditions applicable to Licensee's use of the Mark, consists of this page ("**Signature Page**"), the attached terms and conditions ("**Terms and Conditions**") and any exhibits thereto ("**Exhibits**"), and will be effective upon OD's receipt of your completed submission of the below information indicating your acceptance.

Agreed and Accepted:

End User Licensee Name: _____

By: _____

Title: _____

Date: _____

For use on:

Approved Location:

Licensee website: _____
[Insert URL address and domain name]

OR

Licensee's other location: _____
[Insert other location]

TERM AND CONDITIONS

OD grants Licensee a limited, non-exclusive, personal and non-commercial license to use the Mark, subject to the following conditions:

1. The Mark is being supplied to Licensee solely for the purpose of permitting Licensee to use the Mark in conjunction with and reference to OD and OD's services on the Approved Location. Licensee may not use or reproduce the Mark for any other purpose for any reason whatsoever, including in the promotion of any products or services. The following language must accompany use of the Mark: "This is a registered service mark of Old Dominion Freight Line, Inc. Used with permission. All rights reserved." If the Approved Location is Licensee's website, Licensee must use incorporate the Mark as a working hypertext link to OD's website at www.odfl.com or such location specified by OD in writing except as otherwise directed by OD.
2. Licensee's use of the Mark shall be limited to the style and format of the Mark as provided to you following approval of your submission. Further, Licensee must display the Mark in accordance with the standards and specifications that OD may periodically designate on its website or otherwise in writing. OD reserves the right to request timely representative samples for purposes of verification of usage of the Mark in accordance with the terms of this Agreement.
3. The Mark is licensed by OD "as is" without any warranties, express, implied or statutory, all of which are hereby expressly disclaimed by OD, including warranties of title, merchantability, fitness for a particular purpose and non-infringement.
4. Licensee represents warrants and agrees that it shall not in any way suggest or imply through use of the Mark that Licensee's website, location and/or any of its products or services are affiliated with, endorsed or sponsored by or created in association with OD. Licensee agrees to place a disclaimer to such effect if requested by OD. Further, Licensee will not use the Mark in any way that tarnishes, blurs or dilutes the quality of the Mark, OD's goods or services or the goodwill associated with the Mark.
5. Licensee represents, warrants and agrees that the context in which the Mark is used shall not be derogatory to or critical of the transportation industry or of OD, its subsidiary or affiliated companies, or any of their respective officers, directors, agents, or employees, or of any product or service produced or distributed by OD or its subsidiary or affiliated companies, or any of their respective officers, directors, agents or employees.
6. Licensee has paid and/or shall pay any and all costs which it has incurred or shall incur as a result of its usage or downloading of the Mark, and shall not hold OD responsible for any portion thereof.
7. Licensee shall indemnify, defend and hold OD and its subsidiaries, affiliates, predecessors, successors and assigns and their respective agents, officers, directors and employees harmless from and against any and all losses, costs, claims, damages (including court costs and attorney's fees and allocable fees of in-house counsel), liability, demands or expenses, which may arise out of or derive in any way from Licensee's use of the Mark and/or breach of this Agreement.
8. Licensee acknowledges that OD owns the Mark and all goodwill connected with the Mark. Licensee agrees that it will do nothing inconsistent with such ownership and that all uses of same shall inure to the benefit of and be on behalf of OD. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Mark other than the right to use the Mark in strict accordance with the terms of this Agreement and that it will not attack the title of OD to the Mark or attack, dispute or contest the validity of this Agreement or OD's exclusive right and title to the Mark. Licensee will not

use, adopt or attempt to register or obtain in any jurisdictions any mark, domain name, URL or other digital portal name similar to, incorporating or derivative of the Mark. Without limiting the foregoing, Licensee represents and warrants that its use of the Mark will not adversely affect OD's exclusive ownership of that Mark or related goodwill.

9. Licensee agrees not to use any other trademark or service mark in combination with or close proximity to the Mark without the prior written approval of OD.

10. Licensee agrees to notify OD of any unauthorized use of the Mark by others promptly as it comes to Licensee's attention. OD shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Mark.

11. This Agreement shall be effective for a term of twelve (12) months from submission unless otherwise specified by OD in writing. Licensor reserves the right to terminate this Agreement and the license granted to Licensee in its sole discretion at any time upon twenty-four (24) hours notice to Licensee, provided that this Agreement shall terminate immediately and automatically upon Licensee's breach of this Agreement. Upon termination of this Agreement, Licensee agrees to immediately discontinue all use of the Mark. Licensee further agrees that upon termination of this Agreement, all rights in the Mark and the goodwill connected therewith shall remain the property of OD.

12. OD hereby reserves all rights in and to the Mark not specifically granted herein. OD shall at all times, anywhere in the world, and whether or not in competition with Licensee, have the right to use and/or authorize the use of the Mark, or any portion thereof, in any way OD may desire.

13. Nothing contained herein shall create or suggest any affiliation, association, partnership, agency or joint venture between the parties. Neither party hereto shall represent itself as the associate, partner, agent or joint venturer of the other in any way whatsoever.

14. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

15. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of North Carolina, without regard to its conflict of laws principles, and OD and Licensee agree and consent to exclusive jurisdiction in the State of North Carolina for any dispute arising under or related to this Agreement.

16. This Agreement contains the parties' entire understanding relating to the subject matter herein contained and it cannot be changed or terminated orally. This Agreement is personal to Licensee and may not be assigned by Licensee.

17. OD SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

18. The provisions of this Agreement that by their nature and context are intended to survive the termination of this Agreement.

Exhibit A

(Insert Mark)

Exhibit B

(Screen shot or document showing how Mark appears on Licensee's Approved Location)