

OD CRITICAL PLATFORM TERMS AND CONDITIONS

These Terms and Conditions (these “Terms”) are effective as of the date that You, the customer (“Customer,” “You,” or “Your”) first access or use the OD Critical Platform (the “Platform”) or receive services thereunder (the “Services”).

NOTICE: THESE TERMS CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN OLD DOMINION AND YOU. BY ACCESSING OR USING THE PLATFORM, CLICKING “ACCEPT,” TENDERING CARGO, OR OTHERWISE RECEIVING SERVICES THROUGH OR IN CONNECTION WITH THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS, AND YOU ACCEPT AND AGREE TO BE BOUND BY AND ABIDE BY THESE TERMS BY THE ACT OF TENDERING CARGO OR OTHERWISE RECEIVING SERVICES FROM OLD DOMINION. OLD DOMINION MAY UPDATE THESE TERMS FROM TIME TO TIME, AND THE TERMS IN FORCE AT THE TIME OF TENDER WILL GOVERN. IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT WISH TO BE BOUND BY THESE TERMS, DO NOT USE THE PLATFORM OR TENDER CARGO.

1. Acceptance and Incorporation. These Terms constitute a legally binding agreement between Old Dominion Freight Line, Inc. (“Old Dominion,” “We,” “Us,” or “Our”) and You, governing Your access to and use of the Platform and all related Services. These Terms are incorporated into Your relationship with Old Dominion by one or more of the following methods: (a) a hyperlink or reference included in email communications, rate quotes, booking confirmations, or other electronic correspondence transmitted by or on behalf of Old Dominion; (b) a hyperlink, reference, or notation appearing on a bill of lading (“BOL”), shipping document, or similar instrument issued in connection with a shipment arranged through the Platform; (c) publication on Old Dominion’s website or the Platform itself; or (d) any other manner in which these Terms are made available or referenced to You in connection with the Services.

You accept and agree to be bound by these Terms by any of the following actions, whichever first occurs: (i) clicking “accept” or any similar electronic acknowledgment, which may include sending a confirmatory email; (ii) tendering cargo or submitting an order through the Platform (an “Order”); (iii) receiving, accessing, or using the Platform in any manner; (iv) receiving Services arranged through the Platform; or (v) taking any action that references, incorporates, or is subject to these Terms, including but not limited to signing or accepting a BOL or shipping document that references these Terms by hyperlink or otherwise.

Old Dominion reserves the right to update, modify, or amend these Terms at any time in its sole discretion, with or without prior notice. The Terms in force at the time of tender or Order submission will govern the applicable shipment(s) and Services. Your continued use of the Platform or receipt of Services following any modification constitutes Your acceptance of the revised Terms. It is Your sole responsibility to review these Terms periodically for changes. Updated Terms will be posted at the URL from which these Terms are accessed or otherwise made available to You.

If You are accepting these Terms on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind such entity to these Terms.

2. Description of Services; Platform Operator Status; Disclaimer. The Platform is a proprietary, technology-enabled Service platform operated by Old Dominion that facilitates expedited freight movements; You acknowledge that shipment timelines communicated through the Platform are estimates only, and that Old Dominion does not guarantee delivery by any specific date or time unless expressly agreed to in writing. Old Dominion operates the Platform solely in its capacity as a technology-enabled platform operator. Transportation services arranged through the Platform are procured and managed by a

licensed third-party freight broker (“Freight Broker”), which independently arranges transportation with third-party motor carriers (“Carriers”). The Freight Broker bears and assumes all broker-of-record responsibilities in connection with such transportation, including the vetting, selection, and monitoring of Carriers. Old Dominion is not a party to any brokerage or transportation contract between the Freight Broker and any Carrier.

DISCLAIMER: OLD DOMINION IS NOT ACTING AS A FREIGHT BROKER OR FREIGHT FORWARDER WITH RESPECT TO SERVICES PROVIDED THROUGH THE PLATFORM. OLD DOMINION DOES NOT ENGAGE, DIRECT, CONTROL THE SELECTION OF, OR CONTRACT WITH ANY CARRIER IN CONNECTION WITH PLATFORM TRANSACTIONS. BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU ARE NOT TENDERING FREIGHT TO OLD DOMINION IN A BROKERAGE CAPACITY AND THAT OLD DOMINION DOES NOT ACCEPT TENDER OF FREIGHT AS A BROKER.

Under certain circumstances, Old Dominion may perform a discrete pickup or delivery segment of a shipment in its separate capacity as a motor carrier operating under its own FMCSA authority. When Old Dominion performs motor-carrier services, such services are governed solely by Old Dominion’s applicable tariff (currently ODFL 667 and as may be amended from time to time, which is incorporated herein by reference) (the “Tariff”) and applicable federal and state law, including the Carmack Amendment at 49 U.S.C. § 14706 (“Carmack”) to the extent applicable. Old Dominion’s performance of a motor-carrier segment does not alter, expand, or otherwise affect its role as a Platform operator with respect to any other segment of the shipment or with respect to the Platform generally. For the avoidance of doubt: (a) Old Dominion’s liability as a motor carrier extends only to the discrete segment it performs and only to the extent provided under the Tariff and applicable law; (b) Old Dominion assumes no carrier or broker liability for any segment arranged by the Freight Broker through Carriers; and (c) these Terms otherwise remain in full force and effect and govern Your relationship with Old Dominion as Platform operator.

3. Orders and Shipments. To initiate a shipment, You must submit an Order through the Platform providing all information requested, including but not limited to origin and destination addresses, commodity description, weight, dimensions, requested pickup and delivery times, and any special handling requirements. Old Dominion reserves the right, in its sole discretion, to accept or reject any Order for any reason or no reason. Submission of an Order does not guarantee acceptance or performance. An Order is binding upon Old Dominion only upon Old Dominion’s written confirmation of acceptance through the Platform. Rates and charges quoted through the Platform are binding upon confirmation by Old Dominion. Quoted rates are based on the information You provide at the time of the Order. Old Dominion reserves the right to adjust charges if actual shipment characteristics (including weight, dimensions, commodity, or accessorial requirements) differ from the information provided in the Order.

4. Customer’s Obligations. You represent, warrant, and agree that:

(a) All information provided in connection with Orders, including but not limited to shipment descriptions, weights, dimensions, values, and commodity classifications, is and will be accurate, complete, and not misleading;

(b) All freight tendered through the Platform is lawful to transport, does not constitute hazardous materials (unless expressly disclosed and accepted in advance), and complies with all applicable federal, state, and local laws, rules, and regulations;

(c) All freight will be properly packaged, labeled, marked, and prepared for transportation in accordance with applicable law, industry standards, and any instructions provided through the Platform;

(d) You will comply with all applicable laws, rules, and regulations in connection with Your use of the Platform and the Services, including without limitation all applicable import/export laws, trade compliance regulations, and sanctions programs;

(e) You have all necessary authority, permits, and licenses to ship the freight tendered;

(f) You will make freight available for pickup at the time and location specified in the Order and will be available to receive delivery at the designated destination; and

(g) You will cooperate with Old Dominion, the Freight Broker, and Carriers as reasonably necessary to facilitate Services.

You are solely responsible for any costs, losses, damages, fines, penalties, or liabilities arising from Your breach of the foregoing obligations or any inaccuracy in the information You provide.

5. Bills of Lading. A BOL or similar shipping document may be issued in connection with shipments under the Platform. Any such BOL serves as a receipt for the freight tendered and as a document of title where applicable. The BOL does not constitute the contract of carriage between You and Old Dominion for purposes of these Terms. Any pre-printed terms, conditions, or provisions appearing on any BOL or other shipping document are expressly superseded by and subordinate to these Terms. In the event of any conflict between the terms of a BOL and these Terms, these Terms shall control and govern in all respects.

6. Rates, Charges, and Payment. You agree to pay Old Dominion all rates, charges, fees, and accessorial costs for Services rendered as quoted through the Platform or as otherwise agreed in writing. Old Dominion maintains full discretion over customer-facing pricing. Unless otherwise agreed in writing, payment is due net thirty (30) days from the date of invoice. All payments shall be made in U.S. dollars. Any amounts not paid when due will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the due date until paid in full. You are responsible for all costs of collection, including reasonable attorneys' fees.

If actual shipment characteristics differ from the information provided in the Order (including but not limited to weight, dimensions, commodity type, or accessorial services required), Old Dominion reserves the right to re-invoice You for the correct charges based on actual shipment characteristics, and You agree to pay such adjusted charges. Old Dominion may, in its sole discretion, require prepayment, a deposit, or satisfactory credit terms as a condition of providing Services.

7. Cargo Loss and Damage. As a technology-enabled platform operator, Old Dominion bears no liability for cargo loss, damage, delay, or destruction occurring during any transportation segment arranged by the Freight Broker through Carriers. Old Dominion's sole potential liability for cargo is limited to the discrete motor-carrier segment, if any, that Old Dominion performs under the Tariff, and such liability shall be determined exclusively under the Tariff and applicable law, including Carmack, to the extent applicable.

For cargo loss, damage, or delay occurring on a segment arranged by the Freight Broker with Carriers: (a) all claims must be directed to and resolved in accordance with applicable terms, conditions, tariffs, and laws, including the claim-filing and time-limitation requirements of 49 C.F.R. Part 370 and Carmack; (b) You must file any written claim with Old Dominion within nine (9) months of the delivery date (or scheduled delivery date, in the case of non-delivery); and (c) any civil action for cargo loss or damage must be commenced within two (2) years from the date the claim is denied or deemed denied. Old Dominion will, as a courtesy and without assuming any obligation or liability, facilitate claims administration, which may include forwarding claims documentation to the appropriate parties and managing reasonable cooperation with other parties in the claims process.

You are strongly encouraged to obtain independent cargo insurance for all shipments arranged through the Platform in amounts sufficient to cover the full declared value of Your freight. While Old Dominion does provide an option for additional cargo liability (as defined under Item 574 of Tariff 667), this additional cargo liability is not insurance. Old Dominion makes no representation or warranty regarding the adequacy or scope of additional cargo liability or insurance coverage maintained by the Freight Broker, Carriers, or any other party.

To the fullest extent permitted by law, You release, discharge, and hold Old Dominion harmless from any and all claims, demands, losses, liabilities, and causes of action relating to cargo loss, damage, delay, or destruction for any shipment or segment arranged through the Platform by the Freight Broker or performed by Carriers. This release does not apply to the limited extent of Old Dominion's liability, if any, for a discrete motor-carrier segment it performs, which is governed exclusively by the Tariff and applicable law.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL OLD DOMINION, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF WHETHER OLD DOMINION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OLD DOMINION'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR ANY SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL CHARGES ACTUALLY PAID BY YOU TO OLD DOMINION FOR THE SPECIFIC SHIPMENT GIVING RISE TO THE CLAIM. OLD DOMINION SHALL HAVE NO LIABILITY FOR ANY DELAY IN PICKUP, TRANSIT, OR DELIVERY, REGARDLESS OF CAUSE, AND REGARDLESS OF WHETHER SUCH DELAY WAS FORESEEABLE OR WHETHER OLD DOMINION WAS ADVISED OF THE POSSIBILITY OF DAMAGES RESULTING THEREFROM.

9. DISCLAIMER. THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OLD DOMINION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, COMPATIBILITY, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. OLD DOMINION DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. OLD DOMINION MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PLATFORM.

10. Indemnification. You agree to indemnify, defend, and hold harmless Old Dominion, its parent, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns (the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs, and expenses (including attorneys' fees and court costs) arising out of or relating to:

- (a) Your breach of any representation, warranty, covenant, or obligation under these Terms;
- (b) Your negligence, willful misconduct, or fraud;
- (c) Your violation of any applicable law, rule, or regulation;
- (d) Inaccuracies or misrepresentations in information that You provide in connection with Orders or use of the Platform;
- (e) Your failure to comply with packaging, labeling, or preparation requirements;
- (f) Any claim by a third party arising from or related to the tender of freight, including but not limited to product liability claims, environmental claims, or personal injury claims; and
- (g) Your use of the Platform other than as expressly authorized by these Terms.

These indemnification obligations shall survive termination or expiration of these Terms.

11. Force Majeure. Old Dominion shall not be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay results from causes beyond Old Dominion's reasonable control, including but not limited to: acts of God; natural disasters; epidemics or pandemics; fire, flood, earthquake, or severe weather; war, terrorism, civil unrest, or armed conflict; government actions, embargoes, sanctions, or trade restrictions; labor disputes, strikes, or work stoppages; disruption of transportation networks or infrastructure; power failures or telecommunications outages; cyberattacks or system failures; or any other event or circumstance beyond Old Dominion's reasonable control (each, a "Force Majeure Event"). In the event of a Force Majeure Event, Old Dominion's obligations shall be suspended for the duration of such event, and Old Dominion shall use commercially reasonable efforts to resume performance as soon as practicable. A Force Majeure Event shall not excuse Your obligation to pay for Services already rendered.

12. Intellectual Property. The Platform, including without limitation all software, applications, application programming interfaces (APIs), algorithms, source code, object code, data structures, databases, business logic, pricing frameworks, workflows, dashboards, user interfaces, designs, graphics, trademarks, service marks, trade names, logos, and all other intellectual property embodied in or associated with the Platform (collectively, "Old Dominion IP"), are and shall remain the sole and exclusive property of Old Dominion or its licensors. Nothing in these Terms grants You any ownership interest in any Old Dominion IP. Subject to Your compliance with these Terms, Old Dominion grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform solely for the purpose of receiving Services. This license does not include any right to:

- (a) Copy, modify, adapt, translate, or create derivative works of or from the Platform or any Old Dominion IP;
- (b) Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Platform;
- (c) Sell, resell, sublicense, rent, lease, distribute, or otherwise make the Platform available to any third party;
- (d) Remove, alter, or obscure any proprietary notices, labels, or markings on the Platform; or

(e) Use the Platform for benchmarking, competitive analysis, or to develop a substantially similar or competing product or service.

Old Dominion may terminate this license at any time, with or without cause, upon notice to You. Upon termination, You must immediately cease all use of the Platform.

13. Confidentiality. You acknowledge that in connection with Your use of the Platform, You may receive or have access to confidential and proprietary information of Old Dominion, including without limitation: rates, pricing, margin structures, and fee schedules; Platform features, functionality, and technical specifications; business processes, workflows, and operational methods; customer lists and vendor relationships; and any other information designated as confidential or that a reasonable person would understand to be confidential (collectively, “Confidential Information”). You agree to: (a) maintain all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without Old Dominion’s prior written consent; (c) use Confidential Information solely in connection with receiving Services under these Terms; and (d) take all reasonable measures to protect Confidential Information from unauthorized disclosure or use. The foregoing obligations do not apply to information that: (i) is or becomes publicly available through no fault of Yours; (ii) was in Your lawful possession prior to disclosure by Old Dominion; (iii) is independently developed by You without reference to Confidential Information; or (iv) is required to be disclosed by law, regulation, or court order, provided You give Old Dominion prompt written notice and cooperate with efforts to obtain a protective order. This confidentiality obligation shall survive termination of these Terms for a period of three (3) years.

14. Data and Privacy. You acknowledge and consent that Old Dominion may collect, store, process, and use data generated through or in connection with Your use of the Platform (“Platform Data”), including but not limited to: shipment information, Order details, tracking data, transaction records, pricing data, and usage analytics. All Platform Data is and shall remain the exclusive property of Old Dominion. Old Dominion may use Platform Data for any lawful business purpose, including without limitation: operating and improving the Platform; providing Services; generating analytics and reports; developing new products and services; and complying with legal obligations. Old Dominion will handle personal information in accordance with its Privacy Policy, available on Old Dominion’s website, which is incorporated herein by reference. You are responsible for ensuring that You have obtained all necessary consents from Your employees, agents, and other individuals whose personal information may be provided to Old Dominion through the Platform. Old Dominion implements commercially reasonable security measures to protect Platform Data; however, Old Dominion does not guarantee the absolute security of any data transmitted through or stored on the Platform.

15. Independent Contractor. Old Dominion is an independent contractor and nothing in these Terms shall be construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between You and Old Dominion. Old Dominion is not Your agent, partner, employee, or legal representative, and has no authority to bind You or act on Your behalf. All Carriers providing transportation services in connection with the Platform are independent contractors and are not employees, agents, or representatives of Old Dominion. Old Dominion does not supervise, direct, or control the means and methods by which Carriers perform transportation services.

16. Prohibition Against Solicitation of Carriers. You acknowledge the identity of Carriers utilized in connection with Services provided through the Platform constitutes Confidential Information. You agree that, during the term of Your use of the Platform and for a period of twelve (12) months following Your last use of the Platform, You shall not, directly or indirectly:

(a) Solicit, contact, engage, or contract with any Carrier that has been identified to You through the Platform or that You became aware of through Your use of the Platform, for the purpose of procuring transportation services outside of the Platform;

(b) Circumvent or attempt to circumvent the Platform by arranging transportation directly with any such Carrier; or

(c) Assist any third party in doing any of the foregoing.

In the event of a breach of this Section, You agree to pay Old Dominion liquidated damages, not as a penalty, an amount equal to twenty percent (20%) of the gross transportation charges for each shipment arranged in violation of this provision, in addition to any other remedies available at law or in equity.

17. Notices. All notices required or permitted under these Terms shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by nationally recognized overnight courier; (c) sent by certified or registered mail, return receipt requested, postage prepaid; or (d) sent by email to the address associated with Your Platform account (for notices to You) or to the address designated by Old Dominion (for notices to Us). Notices to Old Dominion shall be sent to: Old Dominion Freight Line, Inc., 500 Old Dominion Way, Thomasville, North Carolina 27360, Attention: Legal Department.

18. Assignment. You may not assign, transfer, delegate, or sublicense any of Your rights or obligations under these Terms without the prior written consent of Old Dominion. Any attempted assignment in violation of this Section shall be null and void. Old Dominion may assign or transfer these Terms, in whole or in part, without Your consent, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

19. Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions shall continue in full force and effect. If such modification is not possible, the invalid provision shall be severed, and the remaining Terms shall be enforced as written.

20. Survival. All provisions of these Terms that by their nature should survive termination or expiration of Your relationship with Old Dominion, including but not limited to provisions relating to payment obligations, cargo claims, limitation of liability, disclaimer of warranties, indemnification, intellectual property, confidentiality, and dispute resolution, shall survive termination or expiration.

21. Waiver. No failure or delay by Old Dominion in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All waivers must be in writing and signed by an authorized representative of Old Dominion to be effective.

22. No Third-Party Beneficiaries. These Terms are entered into between, and may be enforced only by, You and Old Dominion and their respective successors and permitted assigns. These Terms shall not be deemed to create any rights in, or be enforceable by, any third party, including without limitation the Freight Broker, any Carrier, or any other third party, and shall not be deemed to create any obligation of Old Dominion to any such third party.

23. Entire Agreement; Modification. These Terms, together with any Order confirmations, Old Dominion's Privacy Policy, and any other documents expressly incorporated by reference herein, constitute the entire agreement between You and Old Dominion with respect to Your use of the Platform and the

Services, and supersede all prior or contemporaneous communications, proposals, agreements, and understandings, whether oral or written, between You and Old Dominion regarding the subject matter hereof. No modification, amendment, or supplement to these Terms shall be binding unless made in writing by Old Dominion or posted as an updated version of these Terms on Old Dominion's website or the Platform. No oral statement or representation by any Old Dominion employee or agent shall modify these Terms.

24. Governing Law; Dispute Resolution. These Terms and any dispute arising out of or relating to these Terms, the Platform, or the Services shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, without giving effect to any conflict-of-law principles that would require the application of the laws of any other jurisdiction. You irrevocably consent and submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Guilford County, North Carolina, for the adjudication of any dispute, claim, or cause of action arising out of or relating to these Terms, the Platform, or the Services. You waive any objection to such jurisdiction or venue, including any objection based on inconvenient forum. In the event of any litigation arising out of or relating to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.