

LETTER OF INTENT

THIS LETTER OF INTENT (this "LOI"), dated as of February 28, 2024, sets forth certain nonbinding understandings and binding agreements between Ancestry.com Operations Inc. ("Ancestry"), a Virginia corporation with offices at 1300 West Traverse Parkway, Lehi Utah 84043, and the National Archives and Records Administration ("NARA"), an independent agency in the executive branch of the United States government with its headquarters in Washington DC, relating to the proposed future digitization projects (the "Digitization Project(s)"). NARA and Ancestry are sometimes referred to individually as a "Party" and collectively as the "Parties".

1. Purpose. This LOI is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 3 which shall be binding on the Parties in accordance with its terms.

2. Nonbinding Understandings. This Section 2 sets forth the shared understanding of the Parties with respect to the Digitization Projects. The Parties intend to jointly announce their continued partnership and the forthcoming Digitization Projects at a media event at the National Archives in February 2024.

(a) The Parties intend for each Digitization Project to be governed by the existing Digitization Agreement dated as of September 23, 2015 between the Parties (the "Existing Agreement") and memorialized in Project Plans (as such term is defined in the Existing Agreement). The terms and conditions of the Existing Agreement are unmodified by this LOI and remain in full force and effect.

(b) NARA responsibilities. NARA will continue to make available certain historical records and other documentary materials of the US government in printed, microfilm, microfiche, and other formats (the "NARA Collections") under the Existing Agreement.

(c) Ancestry responsibilities. Ancestry will commit to spend ten million USD (\$10,000,000.00 USD) over the next 5 years to digitize, index, and publish NARA Collections (including, but not limited to, those listed below) pursuant to the Existing Agreement. Ancestry's investment will result in the training and developing of digitization skills among NARA staff. This will also include new NARA staff positions to prepare, digitize and make available in the NARA Catalog, collections listed in the Initial Project Plans and Future Project Plans.

(d) Publication. All images digitized under a Project Plan will be published on each Party's respective website pursuant to the Existing Agreement.

(e) Initial Project Plans. Within 45 days of signing this LOI, the Parties will sign Project Plans outlining the digitization, indexing, and publication of the NARA Collections listed below, with the goal of scanning work beginning within the first six months of 2024:

- (i) Post-WWII Selective Service Draft Cards
- (ii) West Coast Naturalizations from San Bruno
- (iii) Asian American collections from San Bruno
- (iv) WWII US Army Morning Reports
- (v) Native American records at Denver

(f) Future Project Plans. Additional Project Plans will be signed as collections are identified and agreed between the Parties, including but not limited to Freedmen's Bureau textual records.

3. Binding Agreements. This Section 3 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the expenses that the Parties will incur in pursuing the Digitization Projects and drafting and negotiating each Project Plan, the Parties agree as follows:

(a) Good Faith Negotiations. The Parties shall negotiate in good faith and use reasonable efforts to bring about the execution and delivery of each Project Plan at the earliest practicable time.

(b) Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Digitization Projects.

(c) Confidentiality. All information, both written and oral, obtained by the Parties in connection with this LOI is subject to the confidentiality provisions of the Existing Agreement.

(d) Term and Termination. The rights and obligations of the Parties contained in this LOI shall expire five years after the date set forth above.

(e) Governing Law. This LOI shall be governed by and construed in accordance with the laws of the United States. In the event federal law does not address an issue, the applicable law shall be Utah law without application of conflict of laws provisions.

(f) Relationship: No Third-Party Beneficiaries. This LOI does not constitute, and is not intended to give rise to, a partnership or joint venture between the Parties. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this LOI.

(g) No Assignment. Neither this LOI, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party, except that Ancestry may assign this LOI to any existing or newly formed affiliate or the acquirer of substantially all of its business or assets relating to this LOI in connection with a merger or acquisition.

(h) Counterparts. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this LOI as of the date set forth above.

NATIONAL ARCHIVES & RECORDS
ADMINISTRATION

ANCESTRY.COM OPERATIONS INC.

By Colleen J. Shogan
Name: Colleen J. Shogan
Title: Archivist of the United States

By Howard Hochhauser
Name: Howard Hochhauser
Title: CFO and COO