

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1 ON
FORM 20-F/A TO FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2010

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report.....

For the transition period from ____ to ____

Commission File No. 000-51694



IncrediMail Ltd.

(Exact Name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Israel

(Jurisdiction of incorporation or organization)

**4 HaNechoshet Street
Tel Aviv, Israel 69710**

(Address of principal executive offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of Each Class
Ordinary shares, par value NIS 0.01 per share

Name of Each Exchange on which Registered
NASDAQ Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the Annual Report.

As of December 31, 2010, the Registrant had outstanding 9,701,750 ordinary shares, par value NIS 0.01 per share.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued by
the International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act):

Yes No

EXPLANATORY NOTE

On December 27, 2010 IncrediMail Ltd. (the "Registrant") entered into the Google Services Agreement with Google Ireland Limited (the "Agreement"). The Registrant's request for confidential treatment of certain portions of the Agreement was reviewed by the SEC. As a result, this Amendment No. 1 to our Annual Report on Form 20-F for the fiscal year ended December 31, 2010 (the "Original Report"), is being filed solely to include a revised exhibit of the redacted Google Services Agreement, dated December 27, 2010, which exhibit is hereby being appended to this Amendment No. 1.

We are including in this Amendment No. 1 currently-dated certifications by our principal executive officer and our principal financial officer. No part of the Original Report is being amended.

ITEM 19. EXHIBITS:

<u>No.</u>	<u>Description</u>
1.1	Memorandum of Association of Registrant (1)
1.2	Certificate of Change of Name of Registrant (translated from Hebrew) (1)
1.3	Amended and Restated Articles of Association of Registrant, dated February 3, 2006 (2)
4.3	The Registrant's 2003 Israeli Share Option Plan and the form of Option Agreement (1)
4.4	Google Services Agreement, dated December 27, 2010*
4.5	Stock Purchase Agreement among Ofer Adler, the Company and the purchasers listed therein, dated January 24, 2011.**
4.6	Registration Rights Agreement among the Company and the investors listed therein, dated January 24, 2011.**
8	List of all subsidiaries**
11	Code of Ethics (4)
12.1	Certification required by Rule 13a-14(a) or Rule 15d-14(a) executed by the Chief Executive Officer of the Company
12.2	Certification required by Rule 13a-14(a) or Rule 15d-14(a) executed by the Chief Financial Officer of the Company
13.1	Certification required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code
13.2	Certification required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code
14	Consent of Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global, Independent Auditors**

(1) Previously filed with the SEC on October 25, 2005 as an exhibit to our registration statement on Form F-1/A (File No. 333-129246).

(2) Previously filed with the SEC on January 5, 2006 as an exhibit to our registration statement on Form F-1/A (File No. 333-129246).

(3) Previously filed with the SEC on January 26, 2006 as an exhibit to our registration statement on Form F-1/A (File No. 333-129246).

(4) Previously filed with the SEC on May 12, 2008 as an exhibit to our annual report on Form 20-F.

* Confidential treatment has been requested with respect to certain portions of this exhibit pursuant to 17.C.F.R. §§ 230.406 and 200.83. Omitted portions were filed separately with the SEC.

** Previously filed.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F has duly caused this Amendment No. 1 to its Annual Report to be signed on its behalf by the undersigned, thereunto duly authorized on this 20th day of July, 2011.

IncrediMail Ltd.

/s/ Josef Mandelbaum
Josef Mandelbaum
Chief Executive Officer

PORTIONS OF THIS AGREEMENT WERE OMITTED AND HAVE BEEN FILED SEPARATELY WITH THE SECRETARY OF THE COMMISSION PURSUANT TO AN APPLICATION FOR CONFIDENTIAL TREATMENT UNDER RULE 24b-2 OF THE SECURITIES EXCHANGE ACT OF 1934; [***] DENOTES OMISSIONS.

GOOGLE SEARCH AND ADVERTISING SERVICES AGREEMENT

This Google Search and Advertising Services Agreement (“GSA”) is entered into by **Google Ireland Limited**, whose principal place of business is at Gordon House, Barrow Street, Dublin 4 (“**Google**”) and Incredimail Ltd whose principal place of business is at 4 Hanechoshet st., Tel Aviv, Israel (“**Company**”) and is effective from 1 January 2011 (“**GSA Effective Date**”).

INTRODUCTION

- (A) Google and Company have agreed that Google will provide certain of its search and advertising related services to Company, as listed in one or more Order Forms.
- (B) Each Order Form will form a separate (and separately terminable) agreement between Company and Google on the terms contained in the Order Form and in this GSA.

AGREED TERMS

1. Definitions

1.1 In this GSA and any Order Form(s):

“**Ad**” means an advertisement forming part of an Ad Set;

“**Ad Revenues**” means the AdSense Revenues and ADX Revenues;

“**Ad Set**” means a set of one or more advertisements provided through the applicable Advertising Services;

“**Advertising Services**” means the AdSense Services and/or the ADX Services (if ordered);

“**AdSense Revenues**” means, for each of the AdSense Services, for any period during the Term, revenues that are recognised by Google and attributed to Ads displayed to End Users in that period in accordance with the applicable Agreement;

“**AdSense Services**” means the AdSense services listed on the front pages of the applicable Order Form, as updated by Google from time to time;

“**AdSense Site**” means, for the AdSense Services, the web site(s) located at the URL(s) listed on the front pages of the applicable Order Form in the AdSense Services section, together with any additional URL(s) approved by Google from time to time in accordance with clause 6.3(a) of this GSA;

“**ADX**” means Google Doubleclick Ad Exchange;

“**ADX Guidelines**” means the guidelines applicable to the ADX Services, as provided by Google to Company from time to time;

“**ADX Revenues**” means, for the ADX Services, for any period during the Term, revenues that are recognised by Google and attributed to Ads displayed to End Users in that period in accordance with the applicable Agreement;

“**ADX Services**” means the ADX services listed on the front pages of the applicable Order Form, as updated by Google from time to time;

“**ADX Site**” means the website(s) located at the URL(s) submitted by Company in writing to Google or through the ADX user interface, together with additional URL(s) submitted to Google from time to time under clause 6.3(a) of this GSA;

“**AFC**” means the provision of content and/or placement targeted hyperlinked advertisements via Google’s AdSense for Content Service under the applicable Agreement;

“**AFS**” means the provision of keyword targeted hyperlinked advertisements via Google’s AdSense for Search Service under the applicable Agreement;

“**Agreement**” means an agreement between Company and Google on the terms contained in the applicable Order Form and this GSA;

“**Approved Client Application**” means, for each of the Services, any application, plug-in, helper, component or other executable code that runs on a user’s computer and is approved for the purpose of accessing those Services, as stated in the applicable Order Form or as otherwise agreed between the parties from time to time in writing;

“**Confidential Information**” means information disclosed by (or on behalf of) one party to the other party under this GSA or any Agreement that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party;

“**Client ID**” means an alphanumeric code as provided by Google to Company from time to time to be used to identify each Request;

“**Company Content**” means any content served to End Users that is not provided by Google;

“**Company Partner**” means, in respect of the ADX Site(s): (i) the owner (if not Company) of those Sites (if Company is not the owner of the ADX Site(s)); (ii) the third party with which Company is co-branding the ADX Site(s); or (iii) the third party for which Company is providing the Site on a white label basis;

“**End Users**” means individual human end users of a Site, Approved Client Application or Feed;

“**Equivalent Ads**” means any advertisements that are the same as or substantially similar in nature to the AFS Ads provided by Google under any Agreement.

“**Feed**” means any RSS, or variant, feed containing content from a Site as made available by the Company from time to time;

“**Google Brand Features**” means Google’s trade names, trademarks, logos and other distinctive brand features;

“**Google Branding Guidelines**” means the then-current brand treatment guidelines applicable to the AdSense Services and Search Services which may be found at the following URL: <http://www.google.com/wssynd/02brand.html> (or such other URL Google may provide from time to time);

“**Google Program Guidelines**” means the policy and implementation guidelines applicable to the AdSense Services and Search Services as notified to Company by Google from time to time;

“**Google Technical Protocols**” means the Google technical protocols and other technical requirements and specifications applicable to the Services as notified to Company by Google from time to time;

“**Group Company**” means in relation to each of the parties, any corporate body that (directly or indirectly) controls, is controlled by or is under common control with that party;

“**Intellectual Property Rights**” means all copyright, moral rights, patent rights, trade marks, rights in or relating to databases, rights in or relating to confidential information and any other intellectual property rights (registered or unregistered) throughout the world;

“**Net AdSense Revenues**” means, for each of the AdSense Services, for any period during the Term, AdSense Revenues for that period minus [***]

“**Order Form**” means a fully executed Google order form which incorporates this GSA;

“**Request**” means a request from Company or an End User to Google for a Search Results Set and/or an Ad Set (as applicable);

“**Results**” means Search Results Sets, Search Results, Ad Sets and/or Ads;

“**Results Page**” means any Site page, or page forming the content in a Feed, which contains any Results;

“**Search Box**” means a search box or other means approved by Google for the purpose of sending search queries to Google as part of a Request;

“**Search Query**” means a search query submitted directly on the Site or through any Approved Client Application by an End User by way of a Search Box;

“**Search Result**” means a search result forming part of a Search Results Set;

“**Search Results Set**” means a set of one or more search results provided through the applicable Search Services;

“**Search Services**” means the search services listed on the front pages of the applicable Order Form;

“**Search Site**” means, for the Search Services, the web site(s) located at the URL(s) listed on the front pages of the applicable Order Form in the Search Services section, together with any additional URL(s) approved by Google from time to time in accordance with clause 6.3(a) of this GSA;

“**Services**” means the Advertising Services and/or Search Services (as applicable);

“**Site**” means, the Search Site(s), the AdSense Site(s) and/or the ADX Site(s), as applicable;

“**Term**” means the term as stated in the applicable Order Form;

“**Valid Request**” means [***]

“**Year**” means, during the Term (as applicable): (a) a period of 12 months commencing on the Order Form Effective Date; or (b) any subsequent 12 month period thereafter, each commencing on the anniversary of the Order Form Effective Date;

“**Year One**” means the first period of 12 months starting from the Order Form Effective Date.

1.2 The words “**include**” and “**including**” will not limit the generality of any words preceding them.

2. **Implementation Requirements**

2.1 **Launch of the AdSense Services and Search Services**

- (a) The parties will each use their reasonable endeavours to launch the AdSense Services and Search Services into live use within [***] from the effective date of the applicable Order Form.
- (b) Company will not put its implementation of the AdSense Services and Search Services for a Site into live use (or any amended implementation pursuant to clause 6.2a or b) until Google has notified Company that the implementation for that Site is approved (this approval not to be unreasonably withheld or delayed).

2.2 **Implementation**

- (a) Implementation of Services on a Site, Approved Client Application or through a Feed is conditional on Company or, in the case of ADX Services, on Company or Company Partner:
 - (i) being the technical and editorial decision maker in relation to each page, including Results Pages, on which the Services are implemented; and
 - (ii) having control over the way in which the Services are implemented on each of those pages;
- (b) Company will ensure that the AdSense Services and Search Services are implemented and maintained in accordance with:
 - (i) the applicable Google Technical Protocols;
 - (ii) the applicable Google Branding Guidelines;
 - (iii) the applicable Google Program Guidelines; and
 - (iv) the mock ups and specifications for such AdSense Services and Search Services set out in the exhibits to the applicable Order Form, unless otherwise approved by Google or permitted in accordance with clause 6.2(a), (b) or (c).

If there is any conflict between: (a) the items listed in 2.2(b)(i), (ii) and (iii); and (b) the mock ups and specifications referred to in 2.2(b)(iv), then the items listed in 2.2(b)(i), (ii) and (iii) shall take precedence over 2.2(b)(iv), and Company shall make all changes requested by Google in respect of the implementation of the AdSense Services and Search Services to resolve such conflict.

- (c) Company will ensure that the ADX Services are implemented and maintained in accordance with:
 - (i) the applicable Google Technical Protocols; and
 - (ii) the ADX Guidelines.

2.3 **Requests**

- (a) Google will:
 - (i) for each Valid Request received by it, where available provide a Search Results Set or an Ad Set (as applicable); and
 - (ii) within [***] of the end of each month during the Term, make available to Company Search Services and/or Advertising Services revenue and usage reports (as applicable) in such form and manner as Google generally makes such reports available at that time.
-

- (b) Company will:
 - (i) ensure that every Search Query generates a Request containing that Search Query;
 - (ii) ensure that all Requests are sent to Google without editing, modifying or filtering the Requests or any Search Queries contained in the Requests individually or in the aggregate; and
 - (iii) display the Search Results Sets and/or Ad Sets (as applicable) on the applicable Site or as part of the applicable Feed.

3. **Support Services**

For each Agreement, Google will provide technical support services to Company during the applicable Term in accordance with Google's technical support guidelines, as notified to Company by Google from time to time. Google will not provide any technical support services in relation to any features which are identified by Google as "Beta" or unsupported in Google's technical documentation from time to time.

4. **Policy and Compliance Obligations**

4.1 Company will not, and will not knowingly or negligently allow any third party to:

- (a) modify, obscure or prevent the display of all, or any part of, any Results;
 - (b) edit, filter, truncate, append terms to or otherwise modify any Search Query;
 - (c) implement any click tracking or other monitoring of Results;
 - (d) display any Results in pop-ups, pop-unders, exit windows, expanding buttons, animation or other similar methods;
 - (e) interfere with the display of or frame any Results Page or any page accessed by clicking on any Results;
 - (f) display any content between any Results and any page accessed by clicking on those Results or place any interstitial content immediately before any Results Page containing any Search Results;
 - (g) enter into any type of co-branding, white labeling or sub-syndication arrangement with any third party in connection with any Results or Ad revenue (including any arrangement under which a third party pays to or receives from Company any fees, revenue share or other amounts in return for the display of Results), except that Company may enter into an arrangement with a Company Partner in accordance with the relevant Agreement where the ADX Services are implemented on the ADX Site(s) of that Company Partner;
 - (h) directly or indirectly: (i) offer incentives to End Users to generate Requests or clicks on Results; (ii) fraudulently generate Requests or clicks on Results; or (iii) modify Requests or clicks on Results;
 - (i) "crawl", "spider", index or in any non-transitory manner store or cache information obtained from the Services (including any Results);
 - (j) display on any Site, Approved Client Application or Feed, any content that violates or encourages conduct that would violate any applicable laws, any third party rights, the Google Program Guidelines or Google Technical Protocols applicable to the AdSense Services or Search Services, or the ADX Guidelines applicable to the ADX Services, as notified to Company by Google from time to time;
 - (k) send Requests to Google which are not Valid Requests; or
 - (l) provide End Users with access (directly or indirectly) to any Results or Services using any application, plug-in, helper, component or other executable code that runs on a user's computer, other than an Approved Client Application.
-

4.2 Google may generate a reasonable number of Requests or make a reasonable number of uncompensated clicks on any Results at any time to check that that the Services continue to be implemented in accordance with the applicable Agreement and are functioning well.

5. **Compliance**

5.1 Company will not knowingly or negligently allow any use of or access to the Services through any Site, Approved Client Application or Feed which is not in compliance with the terms of the applicable Agreement or not otherwise approved by Google. Company will use its reasonable endeavours to monitor for any such access or use and will, if any such access or use is detected, take all reasonable steps requested by Google to disable this access or use. Notwithstanding clause 15.2, if Company is not in compliance with this GSA or any Agreement at any time, Google may, with written notice to Company, suspend provision of all (or any part of) the applicable Services until Company implements adequate corrective modifications as reasonably required and determined by Google. Google shall use reasonable endeavours to hold a meeting with Company (including by way of telephone and/or video conference) to explain the reason for any suspension of the Services (or any part of them) before such suspension is put into effect.

5.2 Company will procure that Company Partner uses, or accesses the ADX Services, including Results, in accordance with this GSA and any Agreement, as if Company's obligations in this GSA and any Agreement were obligations on Company Partner. Company will not provide Company Partner with access to the ADX user interface. Company accepts full liability for the actions and/or inactions of the Company Partner as if such actions and/or inactions were Company's own.

6. **Changes and Modifications**

6.1 **By Google**

(a) If Google modifies any Google Branding Guidelines, Google Program Guidelines, Google Technical Protocols or ADX Guidelines and the modification requires action by Company then, subject to clause 6.2(e), Company will complete the necessary action no later [***] from receipt of notice from Google of the modification.

6.2 **By Company**

(a) Unless approved in writing in advance by Google, Company will not make any changes in relation to:

- (i) the display or implementation of the Search Box, including changes to the format, size or placement of the Search Box;
- (ii) the display of Search Results Sets, Search Results, AFC Ad Sets or AFC Ads on a Results Page, including changes to their number, colour, font, size or placement or the extent to which they are clickable;
- (iii) the display of Equivalent Ads, AFS Ad Sets or AFS Ads on a Results Page, including changes to their number, colour, font, size or placement or the extent to which they are clickable; or
- (iv) the use of any Google Brand Features or other attribution or similar wording.

(b) Where Company requests approval pursuant to clause 6.2(a)(iii) above, Google may only withhold its approval on grounds that the proposed change would be in breach of the applicable Agreement or the Google Branding Guidelines and Google may not withhold its approval on purely commercial grounds. If Google does not respond to any such request for approval within [***] of receipt from Company, such approval shall be deemed given by Google. Notwithstanding the foregoing, Company shall at all times comply with the requirements of clause 7.2(b).

- (c) Subject to clauses 6.2(a) and (b), Company may update the design and content of any Site, Approved Client Application or Feed in a manner consistent with its obligations under this Agreement.
- (d) Company will provide Google with at least [***] advance notice of any change in code or serving technology that could reasonably be expected to affect use of the Services.
- (e) If a fault in Company's implementation of the Services (or any of them) could cause or is causing an interruption or degradation of the Services (or any of them), Company will make the required fixes or changes as soon as reasonably possible.

6.3 **Site List Changes**

- (a) Company may notify Google from time to time that it wishes to add additional URLs to those comprising the AdSense Site(s) or Search Site(s), such notification to be sent to Google at least [***] (or such shorter period as Google may agree) before Company wishes the addition to take effect. Google may approve or disapprove the request at its reasonable discretion, this approval or disapproval to be in writing.
- (b) Company may notify Google from time to time that it wishes to add additional URLs or remove URL(s) to those comprising the ADX Site(s) by either sending notice to Google or adding or removing the URL(s) through the ADX user interface.
- (c) If there is any change in control of any Site or Feed (such that the conditions set out in clause 2.2 (a) are not met):
 - (i) Company will notify Google at least [***] in advance of the change;
 - (ii) unless the entire applicable Agreement is assigned to a third party in accordance with clause 16.3, from the date of such change, that Site or Feed will be treated as removed from the applicable Order Form and Company will ensure that from that date the Services are no longer implemented on that Site or through the applicable Feed(s).

7. [***]

8. **Intellectual Property Rights**

Except to the extent expressly stated otherwise in this GSA or any Agreement, neither party will acquire any right, title, or interest in any Intellectual Property Rights belonging to the other party, or the other party's licensors.

9. **Trade mark licence**

9.1 Google grants to Company a non-exclusive and non-sublicensable licence during the Term to use the Google Brand Features solely to fulfil Company's obligations under the applicable Agreement in accordance with its terms and subject to compliance with the Google Branding Guidelines in respect of the AdSense Services and/or Search Services.

9.2 All goodwill arising from the use by Company of the Google Brand Features will belong to Google.

9.3 Google may revoke the licence granted under clause 9.1 above at any time on reasonable written notice.

10. **Payment**

10.1 **Search Services**

[***]

10.2 **AdSense Services**

[***]

10.3 **ADX Services**

[***]

10.4 **All Services**

(a) [***]

(b) In respect of the Search Services and the AdSense Services, all payments due to Google or to Company will be in the currency specified in the applicable Order Form and made by electronic transfer to the account notified to the paying party by the other party for that purpose. In respect of the ADX Services, all payments to Company will be in the form of payment and currency specified by Company in the ADX user interface. In all cases, the party receiving payment will be responsible for any bank charges assessed by the recipient's bank.

(c) Google will, unless it has notified Company otherwise, set off the search fees payable by Company under an Agreement against Google's payment obligations to Company under that Agreement.

(d) If Google recognises any ad revenues in error or otherwise overpays Company for any reason, Google will, unless it has notified Company otherwise, set off the overpaid amounts against Google's payment obligations to Company under the Agreement to which the overpaid amounts related or require Company to pay to Google within [***] of an invoice, any such overpaid amounts.

(e) Google or Company (as applicable) may charge interest at the rate of [***] above the base rate of Barclays Bank PLC from time to time, from the due date until the date of actual payment, whether before or after judgment: (i) in the case of Google, on any fee for Search Services which is overdue; and (ii) in the case of Company, on any payments to be made by Google to Company in relation to Advertising Services which are overdue, unless such payments have been set off.

11. **Warranties**

11.1 Each party warrants to the other that it will use reasonable care and skill in complying with its obligations under this GSA and any Agreement(s).

11.2 No conditions, warranties or other terms apply to any Services or to any other goods or services supplied by Google under this GSA or any Agreement unless expressly set out in this GSA or the applicable Agreement. Subject to clause 13.1(b), no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

12. **Indemnities**

12.1 If either:

(a) Company receives a claim from a third party that either Google's or any Google Group Company's technology used to provide the Services or, where Company has ordered the Search Services and/or AdSense Services, any Google Brand Feature infringe(s) any Intellectual Property Rights of that third party; or

(b) Google receives a claim from a third party that the Company Content, Site and/or Approved Client Application (if any) infringe(s) any Intellectual Property Rights of that third party or a claim from a Company Partner relating to any use of, or access to, the ADX Services, or the implementation or display of Ads on a Site of a Company Partner;

(in each case, an “**IP Claim**”) then the party which received such IP Claim (the “**Recipient**”) will:

- (i) promptly notify the other party;
- (ii) provide the other party with reasonable information, assistance and cooperation in responding to and, where applicable, defending such IP Claim; and
- (iii) give the other party full control and sole authority over the defence and settlement of such IP Claim. The Recipient may appoint its own supervising counsel of its choice at its own expense.

12.2 Provided the Recipient complies with clause 12.1(i) to (iii) and subject (if applicable) to clause 12.3, the party notified in accordance with clause 12.1(i) (the “**Indemnifying Party**”) will accept full control and sole authority over the defence and settlement of such IP Claim and will indemnify the Recipient against all damages and costs awarded for such IP Claim, settlement costs approved in writing by the Indemnifying Party in relation to such IP Claim, reasonable legal fees necessarily incurred by the Recipient in relation to such IP Claim and reasonable costs necessarily incurred by the Recipient in complying with clause 12.1(i) to (iii).

12.3 Google will not have any obligations or liability under this clause 12 in relation to any IP Claim arising from any:

- (a) use of the Services or Google Brand Features in a modified form or in combination with materials not furnished by Google;
- (b) [***]
- (c) [***]
- (d) acts or omissions by Company Partner.

12.4 Company will not have any obligations or liability under this clause 12 in relation to any IP Claim arising from content, information or data provided to Company by Google save where Company’s use of such content, information or data is in breach of the terms and conditions of this GSA or any Agreement.

12.5 Google may (at its sole discretion) suspend Company’s use of any Services or Google Brand Features which are alleged, or believed by Google, to infringe any third party’s Intellectual Property Rights, or to modify such Services or Google Brand Features to make them non-infringing. If any suspension of Services under this clause continues for more than [***], Company may, at any time until use of the applicable Services is reinstated, terminate the applicable Agreement immediately upon written notice.

12.6 This clause 12 states the parties’ entire liability and exclusive remedy with respect to infringement of a third party’s Intellectual Property Rights.

13. **Limitation of Liability**

[***]

14. **Confidentiality**

14.1 The recipient of any Confidential Information will not disclose that Confidential Information, except to Group Companies, employees and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities: a) use such Confidential Information only to exercise rights and fulfil obligations under this Agreement, and b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, such notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

- 14.2 Notwithstanding clause 14.1 above, and except, in respect of ADX Services, as specified by Company's anonymity preferences selected in the ADX user interface, Google may: (i) share Site-specific statistics, the Site URL(s), and related information collected by Google through its provision of the Advertising Services to Company with advertisers or potential advertisers; (ii) share know how gained by Google through its provision of the Services to Company (including sharing information illustrating this know how presented in an anonymised or aggregated form) with third parties. In either case, this sharing of information will not include any sharing of personally identifying information.
- 14.3 Notwithstanding clause 14.1 above, Company may disclose to Company Partner, or to any other third party, the ADX reports provided by Google to Company. Company shall not disclose to any Company Partners, or any other third party, the Percentage of ADX Revenues payable to Company, or any information that could allow such Company Partners or third party to calculate the Percentage of ADX Revenues payable to Company.
- 14.4 Company will ensure that at all times during the applicable Term, Company or, in the case of ADX Services, Company and Company Partner has a clearly labelled and easily accessible privacy policy in place relating to the applicable Site(s) and that this privacy policy:
- (a) clearly discloses to End Users that third parties may be placing and reading cookies on End Users' browsers or using web beacons to collect information in the course of advertising being served on the applicable Site(s); and
 - (b) includes information about End Users' options for cookie management.
- 14.5 Google may migrate data derived from Company's use of the DoubleClick Advertising Exchange to ADX. The parties agree that any data migrated to ADX will be subject solely to the terms of this GSA or any Agreement.
- 14.6 Google hereby acknowledges that Company is a publicly traded company, and as such is obliged to comply with certain disclosure rules, including the obligation to disclose the existence of this Agreement and its material terms and conditions to the U.S Securities and Exchange Commission (the "Authority"). Company shall work with Google to agree which terms of this Agreement should be treated as confidential ("Confidential Terms") and Company shall use best endeavors to ensure that such Confidential Terms are granted confidential treatment by the Authority. Providing that Company has used best endeavours to ensure that the Confidential Terms are granted confidential treatment by the Authority, Company shall not be held liable under this Agreement in the event that Confidential Terms are eventually required by the Authority to be publicly disclosed.
- 14.7 Subject to clause 14.6, neither Party will issue any press release regarding this GSA or any Agreement without the other's prior written approval.
15. Term and Termination
- 15.1 This GSA will commence on the GSA Effective Date and remain in force until it terminates or expires in accordance with its terms. Each Agreement shall (unless earlier terminated in accordance with its terms) remain in force for the Term, at the end of which it shall expire automatically.
-

- 15.2 Without prejudice to clause 5.1, a party may suspend performance under any Agreement (in whole or in respect of a page of a Site, a Site or Sites) and/or terminate any Agreement (in whole) or remove a page of a Site, a Site or Sites from any Agreement with immediate effect, if the other party:
- (a) is in material breach of the Agreement where the breach is incapable of remedy;
 - (b) is in material breach of the Agreement where the breach is capable of remedy and fails to remedy that breach within [***] after receiving written notice of such breach; or
 - (c) is in material breach of the Agreement more than twice, even if the previous breaches were remedied,
- provided (in each case) that any such suspension or removal of a page(s) or Site(s) may only take effect in relation to the page(s) or Site(s) on (or in respect of which) the relevant breach has occurred.
- 15.3 A party may suspend performance and/or terminate this GSA (and all Agreements) with immediate effect, if:
- (a) the other party enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved or otherwise ceases to carry on business; or
 - (b) any analogous event happens to the other party in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.
- 15.4 [***]
- 15.5 Google has the right (in its sole discretion) with [***] notice to Company to remove or require Company to remove the AFC Services from any Site (or part of a Site) on which the AFC RPM falls below [***] for the previous calendar month. For the purposes of this clause 15.5, "AFC RPM" means AFC AdSense Revenues per [***] AFC Requests.
- 15.6 Google may terminate any Agreement on at least [***] to Company if at any time the average total amount of Ad Revenues (in respect of all Advertising Services provided under the relevant Order Form) calculated across [***] is less than or equal to [***].
- 15.7 The parties acknowledge that following any removal of the AFC Services from any Site or termination of an Agreement pursuant to clause 15.5 or 15.6, Company may continue to receive the applicable Google advertising services in relation to the relevant Site (or part of a Site) by entering into an online agreement with Google in respect of such services and Site.
- 15.8 Upon the expiration or termination of this GSA for any reason:
- (a) all rights and licences granted by each party will cease immediately; and
 - (b) if requested, each party will use its reasonable endeavours to promptly return to the other party, or destroy and certify the destruction of, all Confidential Information disclosed to it by the other party.
- 15.9 The termination or expiration of an individual Agreement will not have the effect of terminating any other Agreement or this GSA unless expressly agreed to by the parties in writing. If an Agreement (but not this GSA) terminates or expires, all rights and licences granted by Google to Company under that Agreement will cease immediately. Termination or expiration of all Agreements will result in the expiration of this GSA on the same date on which the last Agreement terminates or expires.
16. **General**
- 16.1 All notices of termination or breach must be in English, in writing, addressed to the other party's Legal Department and sent to Company's postal address, fax number or email address identified for legal notices on the applicable Order Form or to legal-notices@google.com (as applicable) or such other address as either party has notified the other in accordance with this clause. All notices will be deemed to have been given on receipt as verified by written or automated receipt or electronic log (as applicable).
-

- 16.2 All other notices must be in English, in writing (which for these purposes may include an email), addressed to the other party's primary contact and sent to their then current postal address or email address.
- 16.3 Neither party may assign any of its rights or obligations under this GSA or any Agreement without the prior written consent of the other. Where a party gives the other party such written consent: (a) the assignor shall ensure that the assignee has agreed in writing to be bound by the terms of this GSA and the applicable Agreement(s); and (b) the assignment takes effect from 23:59 on the last day of the relevant calendar month.
- 16.4 [***]
- 16.5 Except as expressly stated otherwise, nothing in this GSA or any Agreement will create or confer any rights or other benefits in favour of any person other than the parties to this GSA.
- 16.6 Except as expressly stated otherwise, nothing in this GSA or any Agreement will create an agency, partnership or joint venture of any kind between the parties.
- 16.7 Neither party will be liable for failure to perform or delay in performing any obligation under this GSA or any Agreement if the failure or delay is caused by any circumstances beyond its reasonable control.
- 16.8 Google may (at its sole discretion) suspend the provision of any Services or modify any Services at any time to comply with any applicable law. If any suspension of Services under this clause continues for more than [***], Company may, at any time until provision of the applicable Services is reinstated, terminate the applicable Agreement immediately upon written notice.
- 16.9 Failure or delay in exercising any right or remedy under this GSA or any Agreement will not constitute a waiver of such (or any other) right or remedy.
- 16.10 The invalidity, illegality or unenforceability of any term (or part of a term) of this GSA or any Agreement will not affect the continuation in force of the remainder of the term (if any) and this GSA or applicable Agreement.
- 16.11 Subject to clause 13.1(b), this GSA and the Order Forms entered into under it set out all terms agreed between the parties in relation to its subject matter and supersede all previous agreements between the parties relating to the same. In entering into this GSA and the related Order Forms neither party has relied on any statement, representation or warranty not expressly set out in this GSA or any Order Form.
- 16.12 This GSA and any Agreements and any dispute (contractual or non-contractual) concerning this GSA and any Agreement(s) or their subject matter or formation (a "Dispute") are governed by English law.
- 16.13 Any Dispute shall be referred to and finally resolved by arbitration under the rules of the LCIA, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitration shall be English.
- 16.14 Clause 16.12 shall be without prejudice to the right of either party to apply to any court of competent jurisdiction for emergency, interim or injunctive relief (together "Interim Relief"). Such Interim Relief shall be subject to review and subsequent adjudication by the arbitral tribunal such that any dispute in respect of Interim Relief shall be determined by the arbitral tribunal.
-

Signed by the parties on the dates shown below.

Google

By: _____

Print Name: _____

Title: _____

Date: _____

Company

By: _____

Print Name: _____

Title: _____

Date: _____

PORTIONS OF THIS ORDER FORM WERE OMITTED AND HAVE BEEN FILED SEPARATELY WITH THE SECRETARY OF THE COMMISSION PURSUANT TO AN APPLICATION FOR CONFIDENTIAL TREATMENT UNDER RULE 24b-2 OF THE SECURITIES EXCHANGE ACT OF 1934; [***] DENOTES OMISSIONS.



Google Ireland Limited
Gordon House
Barrow Street
Dublin 4
Ireland

Google Search and Advertising Services Agreement
ORDER FORM

COMPANY: Incredimail Ltd		GSA Effective Date: 1st January 2011	
	commercial contact	legal notices	technical contact
name:	Josef Mandelbaum	Yacov Kaufman	Yuval Hamudot
title:	CEO	CFO	CTO
address, city, area, postal code, country:	Orr Towers, 4 Hanechoshet St Tel Aviv 69710, Israel	Orr Towers, 4 Hanechoshet St Tel Aviv 69710, Israel	Orr Towers, 4 Hanechoshet St Tel Aviv 69710, Israel
phone:	+97237696102	+97237696157	+97237696106
fax:			
email:	josef@incredimail.com	yacov@incredimail.com	yuval@incredimail.com
VAT ID number:			
Order Form Effective Date: 1st January 2011		Term: from the Order Form Effective Date to 31 January 2013 (inclusive)	

SEARCH SERVICES

WEB SEARCH SERVICES ("WS")	search fees (for all Search Queries transmitted to Google for the purpose of obtaining Search Results)
[***]	[***]

ADSENSE SERVICES

ADSENSE FOR SEARCH (“AFS”)	Percentage (%) of Net AdSense Revenues for AFS payable to Company
[***] (see Mock-Up screenshots attached at Exhibits A, B, C and D) Approved Client Application(s): Incredimail toolbar Hiyo toolbar (see Mock-Up screenshots attached at Exhibits E and F)	[***]

Payment Information Details

currency:
 Euros
 GB pounds
 US dollars
 other:

This Payment Information Details section applies only to the Search Services and AdSense Services as Company may select the relevant currency for ADX by using the ADX user interface.

GSA Order Form Terms and Conditions

“GSA” means the Google Search and Advertising Services Agreement entered into between Google Ireland Limited (“Google”) and Company with the GSA Effective Date stated on the front sheet of this Order Form.

This is an Order pursuant to the GSA. If there is any conflict between this Order Form and the GSA then this Order Form will, except as set out in clause 2.2(b) of the GSA, take precedence in relation to the Services to be supplied under this Order Form.

This Order Form shall commence on the Order Form Effective Date and shall continue for the period of the Term stated on the front sheet of this Order Form, unless terminated earlier in accordance with its terms. Any capitalized terms not defined in this Order Form shall have the meaning set out in the GSA.

Special Terms and Conditions

1. **Blocklist**

Google shall use its reasonable endeavours to block advertisements containing those URLs as agreed between the parties from time to time.

2. **Client Applications**

2.1. Subject to the Company’s compliance with clauses 2.2 and 2.3 below, the client application(s) set forth in the cover page(s) of this Order Form is an Approved Client Application for the purposes of (a) sending Requests to Google in connection with the Search Services which resolve to Results Pages on the WebSearch Site(s); and (b) sending Requests to Google for the purposes of generating Ad Sets to be displayed on the Site(s).

2.2. [***]

2.3. [***]

2.4. Where an Approved Client Application provides End Users with the option to re-set his or her homepage to a Site and/or re-set his or her search engine to the WebSearch Services and End Users choose not to re-set his or her homepage and/or search engine, Company shall provide End Users with a clear plain English message that no change has been made and, at Google’s option, shall provide Google with a copy of the message that will be sent to all such End Users for Google’s prior approval (such approval not to be unreasonably withheld or delayed). Where an End User chooses not to re-set his or her homepage to a Site and/or search engine to the WebSearch Services, Company shall not offer such option to re-set to that End User again.

3. **Company Suggested Searches using Company Provided Keywords**

3.1 Subject to the remainder of this clause 3, Company may implement on the Site certain text links consisting of suggested keywords which are provided by Company or a third party (subject to Company obtaining Google’s prior written approval of such third party such approval not to be unreasonably withheld or delayed) (“Company Provided Keywords”) and which generate Requests when clicked on by End Users. If Company wishes to use Company Provided Keywords that are provided by a third party it shall send a written request to Google (each a “Third Party Notice”) and Google shall provide Company with a written reply, either approving or rejecting Company’s request, within fifteen days of Google’s receipt of such Third Party Notice. In the event that Google does not send a reply to a Third Party Notice within fifteen days of Google’s receipt of such notice then Google shall be deemed to have given its approval to the Third Party Notice but Customer shall still be required to comply with all other provisions of this clause 3 including but not limited to clause 3.9.

3.2 Company shall ensure that all clicks by End Users on Company Provided Keywords generate Valid Requests: (i) which contain all of the relevant Company Provided Keyword(s) as presented to and clicked by the End User; and (ii) which are transmitted to Google in the manner specified by Google from time to time, without editing, filtering, truncating, appending terms to or otherwise modifying such Requests, either individually or in the aggregate.

3.3 Company may select the Company Provided Keywords using an automated or algorithmic mechanism which shall be subject to Google’s approval (such approval not to be unreasonably withheld or delayed). If Company wishes to select Company Provided Keywords using an automated or algorithmic mechanism it shall send a written request to Google (each an “Automated Notice”) and Google shall provide Company with a written reply, either approving or rejecting Company’s request, within fifteen days of Google’s receipt of such Automated Notice. In the event that Google does not send a reply to a request within fifteen days of Google’s receipt of such Automated Notice then Google shall be deemed to have given its approval to the Automated Notice but Customer shall still be required to comply with all other provisions of this clause 3 including but not limited to clause 3.9.

- 3.4 Company shall ensure that
- 3.4.1 Company Provided Keywords are determined by objective measures (rather than commercial criteria) such as search query frequencies and relevancies, and are not selected manually or in such a way as to be commercially biased to favour Search Queries that result in Ads with high CPC or otherwise;
 - 3.4.2 Company Provided Keywords do not include any Google Brand Features and, subject to clause 3.8, are accompanied by wording that states that such Company Provided Keywords are provided by Company or a third party (e.g. "search terms provided by Incredimail");
 - 3.4.3 Company Provided Keywords do not contain or refer to any pornographic, hate-related or violent content or contain or refer to any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;
 - 3.4.4 if Company Provided Keywords are related keywords, such keywords are relevant to the Request which generated the Results Page containing Search Results on which such Company Provided Keywords are displayed;
 - 3.4.5 if Company Provided Keywords are popular keywords, then such keywords are derived from previous End User searches and arranged by popularity and Company shall ensure that such popular keywords are based on aggregate (not individual) End User searches. Company shall ensure that the list of popular keywords derived from previous End User searches is refreshed no less frequently than once per week.
 - 3.4.6 if Company Provided Keywords are suggested keywords as part of auto-complete functionality, then such keywords are relevant to the current text entered into the Search Box by the End User.
- 3.5 Google may from time to time require that particular words or terms are not used as Company Provided Keywords.
- 3.6 Google may prohibit the sending of Requests by Company using Company Provided Keywords, may refuse to serve Ads in response to Requests generated via Company Provided Keywords, or may ask Company to disable Company Provided Keyword functionality altogether, if Google in its sole discretion determines that such feature or implementation is detrimental to Google and/or Google's advertiser(s).
- 3.7 Company will use and assign Client IDs and/or channel IDs in relation to Company Provided Keywords as instructed by Google at all times, and will provide such information to Google as Google may reasonably request with respect to the use and application of any such Client IDs and/or channel IDs.
- 3.8 Company shall ensure that the implementation of such functionality is in accordance with the mock ups in Exhibit C and that Company Provided Keywords are clearly labelled with the designation approved, or notified, by Google to Company from time to time.
- 3.9 Company may only put its implementation of Company Provided Keywords into live use once Google's technical and account management personnel are satisfied that Company has properly implemented Company Provided Keywords on the Site in accordance with Google's technical and branding requirements and otherwise in accordance with the Agreement and Google has approved the Company's implementation (such approval not to be unreasonably withheld or delayed).
- 3.10 Google may decide to offer to provide to Company functionality as part of the Search Services that is the same as or similar to Company Provided Keywords during the Term ("Google Provided Keywords"). If Google chooses to make Google Provided Keywords available to the Company during the Term it shall provide the Company with written notice (including by email) that shall include any terms of use and Company shall cease to provide Company Provided Keywords to End Users within 30 days of receipt of Google's notice and shall implement Google Provided Keywords in accordance with the terms of use set out in the notice.
- 3.11 Google will not have any obligations or liability under clause 12 (Indemnities) of the GSA arising from or in connection with any Company Provided Keywords. Company shall indemnify Google against all liabilities, costs, expenses, losses and damages suffered or incurred by Google or any Google Group Company as a result of any third party claim in connection with, arising from or related to the use of Company Provided Keywords and/or the implementation of that feature on any Site. In order for the indemnity given in this clause to apply in relation to a particular claim, Google will: (i) notify the Company in writing of such claim, as soon as reasonably practicable following Google's internal investigation of such claim ; and (ii) provide Company with reasonable information, assistance and co-operation in defending the claim; and (iii) give Company full control and sole authority over the defence and settlement of such claim, subject to Google's approval of any such settlement, which approval will not be unreasonably withheld or delayed. Nothing in the GSA or any Order Form will exclude or limit Company's liability under this clause 3.11. Company shall be liable for any act or omission by any such third party provider which, if had been committed by Company directly, would constitute a breach of this Agreement by Company.
- 4. Search History**
- 4.1. Company shall not implement on the Site text links provided by Company that consist of an End User's previous Search Results and which generate Requests when clicked on by End Users ("Search History") without Google's prior written approval (including by email) such consent not to be unreasonably withheld or delayed. Google may require Company to provide mock-ups of the Site incorporating Search History before giving such approval.

- 4.2. Subject to clause 4.1, Company shall not make Search History available to an End User unless it :
- a) Has provided the End User with sufficient information to allow End User to make an informed choice as to whether or not to enable Search History;
 - b) Has obtained the End User's prior opt-in consent to enable this feature; and
 - c) Provides the End-User with the option, at all times, to disable Search History and delete his or her Search History .
- 4.3. Subject to clauses 4.1 and 4.2, Company shall only provide an End User's Search History to the End User that performed the searches and shall not provide such Search History to any other End User.
- 4.4. Subject to clauses 4.1, 4.2 and 4.3, if Company implements Search History on the Site it shall ensure that no Requests contain any End User personal data. For the purposes of this clause 4.4 "personal data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
- 4.5. Company may only put its implementation of Search History into live use once Google's technical and account management personnel are satisfied that Company has properly implemented Search History on the Site in accordance with Google's technical and branding requirements and otherwise in accordance with the Agreement and Google has approved the Company's implementation (such approval not to be unreasonably withheld or delayed).
- 4.6. Company will use and assign Client IDs and/or channel IDs in relation to Search History as instructed by Google at all times, and will provide such information to Google as Google may reasonably request with respect to the use and application of any such Client IDs and/or channel IDs.
- 4.7. Google will not have any obligations or liability under clause 12 (Indemnities) of the GSA arising from or in connection with any Search History. Company shall indemnify Google against all liabilities, costs, expenses, losses and damages suffered or incurred by Google or any Google Group Company as a result of any third party claim in connection with, arising from or related to the use of Search History and/or the implementation of that feature on any Site. In order for the indemnity given in this clause to apply in relation to a particular claim, Google will: (i) notify the Company in writing of such claim, as soon as reasonably practicable following Google's internal investigation of such claim; and (ii) provide Company with reasonable information, assistance and co-operation in defending the claim; and (iii) give Company full control and sole authority over the defence and settlement of such claim, subject to Google's approval of any such settlement, which approval will not be unreasonably withheld or delayed. Nothing in the GSA or any Order Form will exclude or limit Company's liability under this clause 4.7. Company shall be liable for any act or omission by any such third party provider which, if had been committed by Company directly, would constitute a breach of this Agreement by Company.
- 4.8. Company shall ensure that the implementation of such functionality is in accordance with the mock ups in Exhibit D and that Company "Search history" are clearly labelled with the designation approved, or notified, by Google to Company from time to time.
5. **Early termination of Agreement**
- 5.1. Either party may terminate this Agreement on 31 December 2011 by giving the other party not less than 90 days prior written notice. For the avoidance of doubt, if neither party serves a valid notice of early termination in accordance with this clause 5.1, this Agreement shall remain in full force and effect for the remainder of the Term unless terminated in accordance with the GSA.
6. **Google Brand Features**
- 6.1. No licence to use Google Brand Features is granted by Google to Company under this Agreement and Company shall not be permitted to include any Google Brand Features or attribution on any Site or as part of or in association with any Approved Client Application.

Signed by the parties on the dates shown below.

Google

Company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MOCK-UPS

EXHIBIT A

Screenshot1: Mock-up of a WebSearch Site Home page showing search box and it's location



EXHIBIT B

Screenshot1: Mock-up of a WebSearch results page showing search 3 Wide ads Above the fold and 7 narrow ads on the right hand side. Customer may change between the implementations set out in Exhibit B Screenshot 1 and Exhibit B Screenshot 2 providing Customer has Google's prior written consent (including by email) such consent not to be unreasonably withheld or delayed.



EXHIBIT B CONTINUED

Screenshot2: Mock-up of a WebSearch results page showing search 3 Wide ads Above the fold and 3 wide ads below the fold. Customer may change between the implementations set out in Exhibit B Screenshot 1 and Exhibit B Screenshot 2 providing Customer has Google's prior written consent (including by email) such consent not to be unreasonably withheld or delayed.



EXHIBIT C

Screenshot1: Mock-up of the company provided *auto-complete functionality*

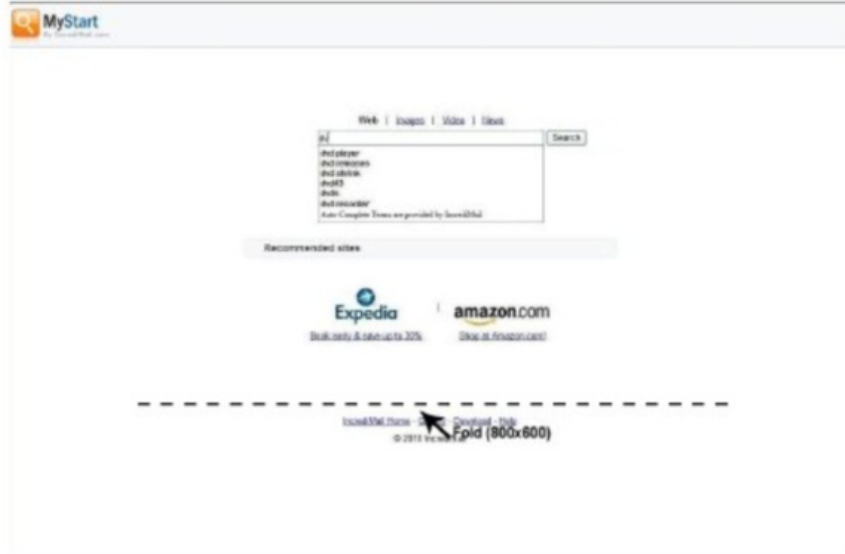


EXHIBIT C CONTINUED

Screenshot2: Mock-up of the company provided *popular searches functionality*

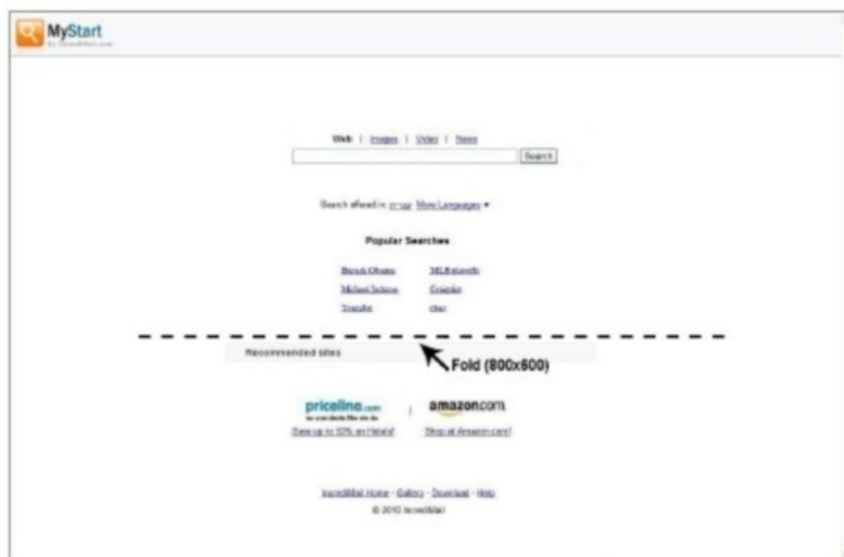


EXHIBIT D

Mock-up of the company provided *Search History functionality*

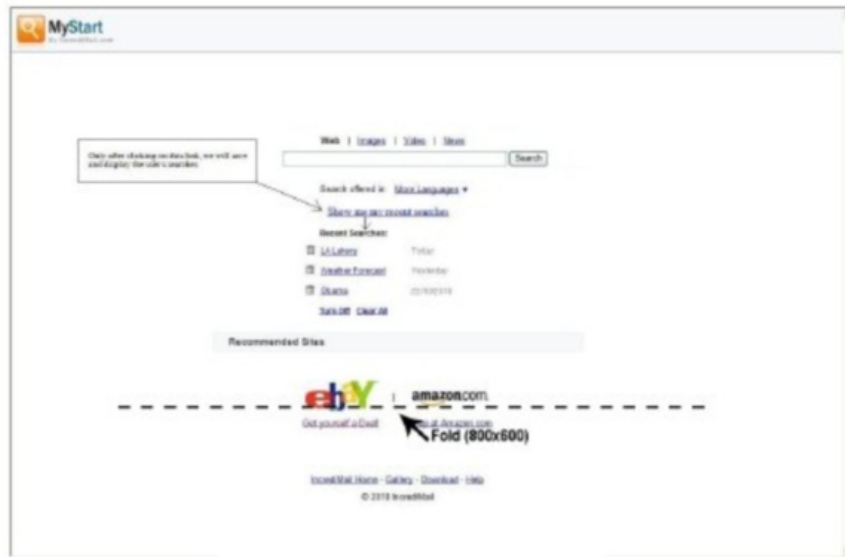


EXHIBIT E

Customer Client Application, Incredimail
Screenshot1: Mock-up of the client application installation flow



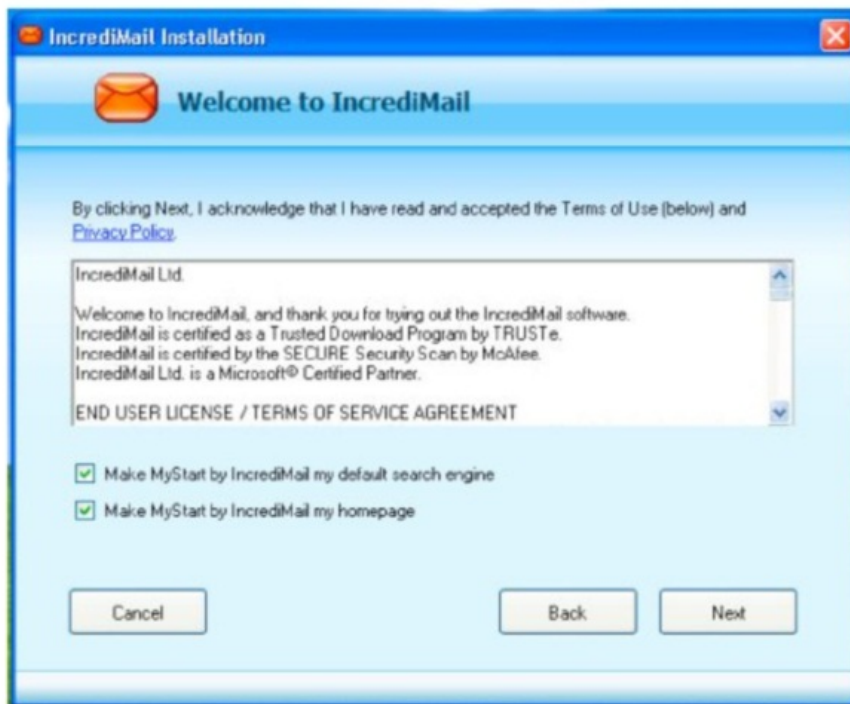


EXHIBIT E CONTINUED

Customer Client Application, Incredimail

Screenshot2: Mock-up of the Dialog Box shown to users after unchecking either the resetting of the default Search or home page or both

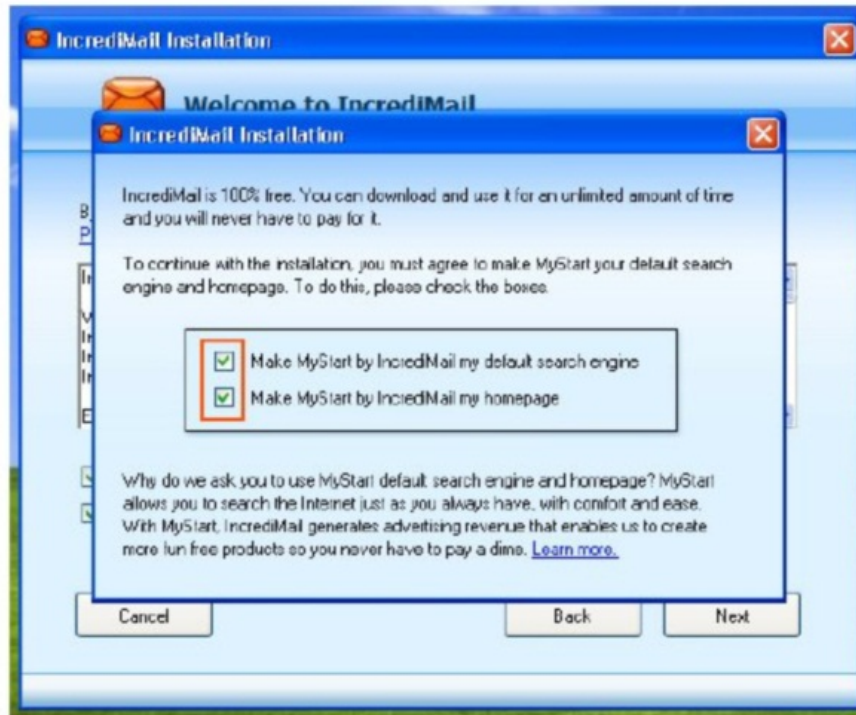


EXHIBIT E CONTINUED

Screenshot3: Mock-up of the client application download page Marketing Search within the toolbar functionality. Customer shall ensure that in addition to complying with the mock-up below that the page contains additional language to highlight the websearch functionality of the toolbar.



EXHIBIT E CONTINUED

Screenshot4: Mock-up of the Dialog box requesting storing Homepage and default search before Incredimail change search settings

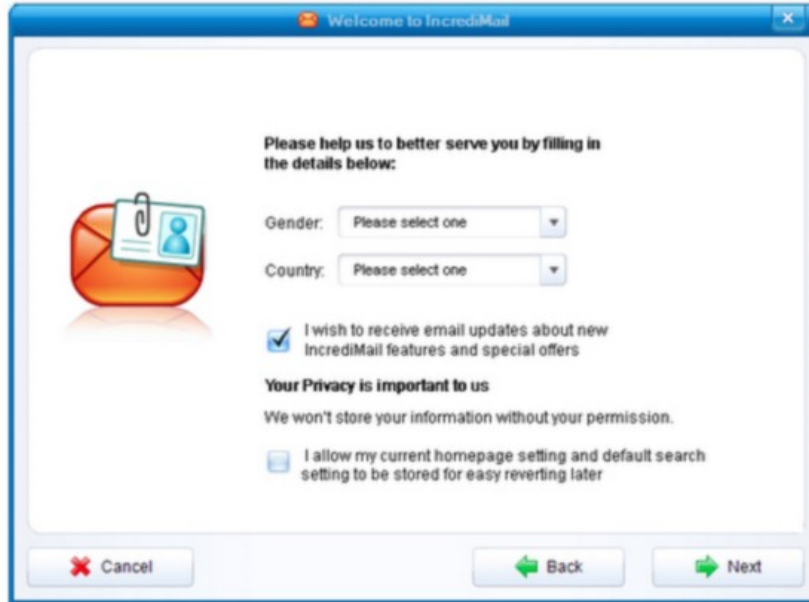


EXHIBIT E CONTINUED

Screenshot5: Mock-up of the uninstallation process asking users to revert settings for homepage and default search

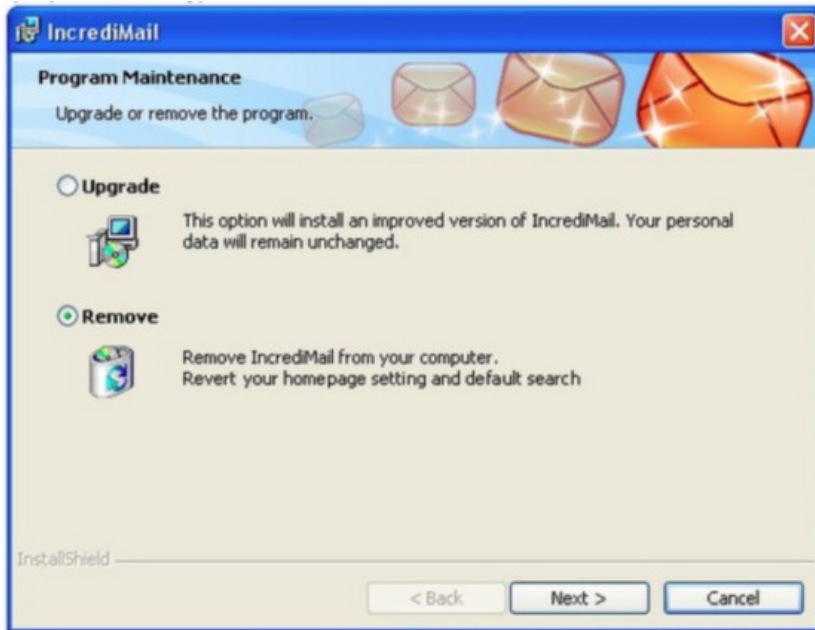


EXHIBIT F

Screenshot1: Mock-up of the Warning shown to users when a 3rd party application is aiming at resetting user default search and homepage

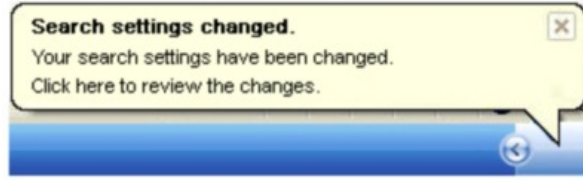
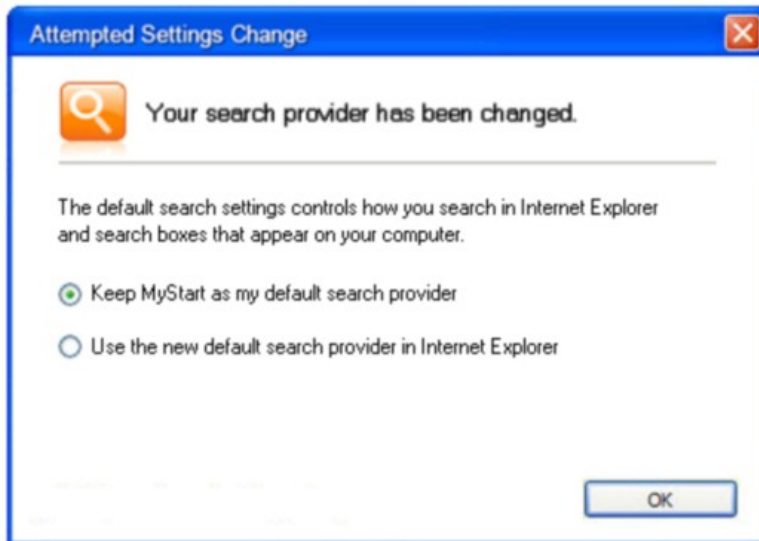


EXHIBIT F CONTINUED

Screenshot2: Mock-This screen should only appear after end user actively click on the warning bubble in Exhibit F- screenshot1



Schedule 1 – Client Application Guidelines

1. Introduction.

Google is committed to providing the best user experience possible. With this objective in mind, we have outlined a set of Software Principles (http://www.google.com/corporate/software_principles.html) that we believe our industry should adopt and have also established the following Client Application Guidelines (“**Guidelines**”) to apply to client applications that are used to access our search and/or advertising syndication services. Capitalized terms not defined in these Guidelines are defined in your Google Search and Advertising Services Agreement (“**Agreement**”) or your Google Search and Advertising Services Agreement Order Form (“**Order Form**”) to which these Guidelines are attached.

2. Accessing Services.

Only Approved Client Applications that comply with the Agreement (including these Guidelines, which are incorporated into the Agreement) may access the Services and only to the extent permitted in the Agreement. To obtain Google’s approval for any client application not expressly approved in the Agreement, Company must submit a written request to Google and Google may in its sole discretion approve or reject such client application. For the purposes of the Agreement, any client application that resets an End User’s default search engine to Google’s search services and/or resets the End User’s home page to a Site is deemed to be accessing a Google Service and Company is prohibited from doing so unless Google has approved such client application as an Approved Client Application.

3. No Google Branding or Attribution.

Approved Client Applications, and any related collateral material (including without limitation any offer and/or installation screens presented to the End User as part of the download process, Web pages promoting the Approved Client Application or from which it is made available for download), must not contain any Google branding, trademarks or attribution.

4. General Disclosure and Consent Requirements for Approved Client Applications Distributed via Download.

Installation screens for Approved Client Applications must be designed in a manner that ensures End Users are agreeing to the installation in a knowing and intentional manner. Prior to the installation of an Approved Client Application on an End User’s computer, Company must:

- first, fully, accurately, clearly and conspicuously disclose to End Users:
 - o the name of the Approved Client Application, identifying Company as the entity responsible for it,
 - o the principal and significant features and functionality of the Approved Client Application; and
- then, obtain the End User’s consent to install the Approved Client Application.

Appendix A contains a sample installation screen demonstrating the requirements of this Section 4.

5. Disclosure and Consent Requirements for Changes to an End User’s Settings.

5.1. Changes to Default Search and/or Homepage

5.1.1. Search-Based Client Applications. An Approved Client Application that accesses the WebSearch Service may, as part of the download process and with the End User’s consent, change the End User’s default search engine and/or homepage, provided the installation screens for such download strictly conform to the sample installation screens contained in **Appendices A and B**. Company agrees that if the Approved Client Application has features and functionality beyond search, the installation screens must clearly and conspicuously inform End Users of any change in default search functionality and such disclosure shall be at least as prominent as the disclosure in the installation screens pertaining to the non-search functionality of the Approved Client Application.

5.1.2. Non-Search Based Client Applications. An Approved Client Application that does not access the WebSearch Service may, as part of the download process and with the End User’s consent, change the End User’s default search engine and/or homepage, provided that the installation screens for such download strictly conform to the sample installation screens contained in **Appendices A and C**.

5.2. Changes to Other End User Settings. An Approved Client Application may not make any changes to the operating system or application data settings on an End User’s computer (e.g., changing the default application for a file type, such as the default email, browser or media player application), unless prior to making such change Company:

- first, fully, accurately, clearly and conspicuously discloses the change in a manner that will explain the practical effect of such change; and
- then, obtains the end user’s affirmative consent to make such change.

Notwithstanding the foregoing, no disclosure and consent need be made for changes to operating system or application data settings that have only a minor impact on End User experience, such as adding a small number of bookmarks to the browser menu or adding an item to a start menu.

6. Disclosure and Consent Requirements for Collection and Transmission of Personally Identifiable Information.

Approved Client Applications may not: (1) collect or transmit any End User's personally identifiable information to any entity other than the End User, or (2) collect or transmit information related to an End User's computer or Internet usage or activity in a manner that could collect or transmit such End User's personally identifiable information (such as through keystroke logging), unless prior to the first occurrence of any such collection or transmission Company:

- first fully, accurately, clearly and conspicuously discloses:
 - o the type of information collected (described with specificity in the case of personally identifiable information),
 - o the method of collection (e.g. by registration, etc.) and
 - o the location of (i.e. a link to) the privacy policy that governs the collection, use and disclosure of the information, and
- then obtains the End User's affirmative consent to such collection and/or transmission.

7. EULA and Privacy Policy.

Each of Company's Approved Client Applications must conform with all applicable laws and regulations and must be distributed pursuant to an end user license agreement ("EULA") that conforms with all applicable laws and regulations. In addition, Company and its Approved Client Application(s) must comply with the agreements and representations Company makes with End Users in its EULA and privacy policy. Company's privacy policy must be readily and easily accessible from the Approved Client Application. If an Approved Client Application collects or transmits any other information related to the End User's use of his or her computer, but not required to be disclosed and consented to pursuant to Section 6, then the collection and use of such other information must be clearly and conspicuously disclosed in Company's privacy policy.

8. Transparency.

Neither Company nor any of its distribution or bundling partners may mislead End Users or create End User confusion with regard to the source or owner of an Approved Client Application or its purpose, functionality or features. For example, all elements of an Approved Client Application that are visible to the End User must clearly identify their source through its branding and attribution, and that identification, whatever form it takes, must correspond to the identification of Company's Approved Client Application in the menu on the End User's operating system that permits End Users to remove programs. Company must clearly label advertisements provided by an Approved Client Application (if any) as such and clearly identify the Approved Client Application as the source of those advertisements. In addition, if Company's Approved Client Application modifies the operation or display of other applications or Web sites (other than Web sites that Company owns), then in each instance Company must clearly and conspicuously attribute the source of that modification to the Approved Client Application (as distinct from the application or Web site modified) in a manner that will reasonably inform a typical Internet user; provided that this requirement will not apply to modifications for which Company obtains disclosure and consent pursuant to Section 5.

9. Results Page Requirements.

For Requests generated by an End User using an Approved Client Application, Company will ensure that that the display of Results on a Results Page conforms to one of the sample implementations set forth in **Appendix D**, and the Results Page will not contain any Google branding, trademarks or attribution.

10. Distribution of Approved Client Applications as Part of a Bundle.

Approved Client Applications may be distributed as part of a bundle that installs Company's Approved Client Application with one or more other applications. However, in such case, Company may not access Services from any such Approved Client Application unless it satisfies each of the following requirements:

- the End User is made aware of all of the applications included in the bundle prior to installation
- the level of disclosure pertaining to the Approved Client Application shall be no less than the level of disclosure pertaining to each other application in the bundle;
- no application in the bundle will contain content that the Approved Client Application is prohibited from containing under the Agreement;
- each application in the bundle complies with Sections 4-8, 12 and 13 of these Guidelines;
- if applications in the bundle are supported in part by revenue generated by advertising displayed in another independent application included in that bundle and the continued use of the Approved Client Application is conditioned on such other independent application remaining installed and active on the End User's computer, the End User must be made aware of that relationship; and
- either the bundle must provide for a master uninstaller that will enable the End User to uninstall every application in the bundle without undue effort or skill, or if no master uninstaller is provided, the de-installation of any application may not be dependent or conditioned upon the de-installation of any other application included in the bundle.

Company is responsible for ensuring that all applications included in the bundle with the Approved Client Application comply with the applicable provisions of these Guidelines. See **Appendix E** for sample screens regarding the de-installation of an application. In addition to the above, if Company bundles any Approved Client Application with any third party application, Company will notify Google in writing prior to any distribution of the Approved Client Application in such bundle.

11. Distribution of Approved Client Applications Pre-Installed on a Computer.

Customer will not distribute an Approved Client Application pre-installed on a computer without the prior written consent of Google.

12. Prohibited Behavior.

An Approved Client Application must not engage in deceptive, unfair, harassing or otherwise annoying practices. For example, an Approved Client Application will not:

- (a) use, or permit a third party to use, an End User's computer system for any purpose not understood and affirmatively consented to by the End User (including, without limitation, for purposes of consuming bandwidth or computer resources, sending email messages, launching denial of service attacks, accruing toll charges through a dialer or obtaining personal information from an End User's computer such as login, password, account or other information personal to the End User);
- (b) intentionally create or exploit any security vulnerabilities in an End User's computer;
- (c) trigger pop-ups, pop-up windows, exit windows, or similar obstructive or intrusive functionality that materially interfere with an End User's Web navigation or browsing or the use of his or her computer;
- (d) repeatedly ask an End User to take, or try to deceive an End User into taking, an action that the End User has previously declined to take (such as repeatedly asking an End User to change his or her home page or some other setting or configuration);
- (e) redirect browser traffic away from valid DNS entries (except that Approved Client Applications may direct unresolved URLs to an alternative URL designated by Company, provided that the page to which the End User resolves adequately informs the End User that Company and the Approved Client Application are the source of that page);
- (f) interfere with the browser default search functionality (except that an Approved Client Application may permit an End User to change his or her default search engine with proper disclosure, consent and attribution as provided above);
- (g) engage in activity that violates any applicable law or regulation;
- (h) contain any viruses, worms, trojan horses, or the like.

13. Deactivation.

An Approved Client Application shall not impair an End User's ability to change any preferences or settings set by the Approved Client Application and if an End User reverses the changes made by the Approved Client Application to the End User's default search and/or homepage settings, such reversal shall not impair the End User's further use of the Approved Client Application. Once an End User disables an Approved Client Application, such application shall not be re-enabled without an affirmative action by the End User to explicitly re-enable such Approved Client Application. Accordingly, no use, update, installation or re-enablement of a separate application, and no code downloaded as a result of browsing a Web site, may operate to re-enable an Approved Client Application. An Approved Client Application must permit end users to uninstall it (in the customary place the applicable operating system has designated for adding or removing programs, e.g., Add/Remove Programs control panel in Windows – see **Appendix F**) in a straightforward manner, without undue effort or skill. In addition, an Approved Client Application, when running, must provide (in an easily found location) clear and concise instructions on how it may be uninstalled. Once uninstalled, an Approved Client Application must not leave behind any functionality or design elements, and to the extent practicable, all setting changes made by the application, including changes to the default search engine and/or homepage should revert to the settings that existed immediately prior to the installation of the Approved Client Application.

14. Information and Assistance.

Subject to any confidentiality obligations owed to third parties, Company must provide Google with such information as Google may reasonably request about the distribution of Company's Approved Client Application(s). For example, Google may ask Company to provide: (a) the means by and/or the locations from which Approved Client Applications are distributed; or (b) the identity of any applications included in any bundle involving an Approved Client Application (and the entities responsible for such other applications). In addition, Company must provide such assistance as Google may reasonably request to investigate and stop potential violations of these Guidelines that may be connected to Company's Approved Client Application(s), including by way of using such number of identifiers and other tracking parameters as Google may reasonably request. This includes providing Google with "golden masters" of any bundle or other distribution that includes Company's Approved Client Application, or working with Google to stop any entities that may be financially benefiting from Company's Approved Client Application from engaging in practices that are proscribed by these Guidelines. Company acknowledges and agrees that Google has no obligation to provide support to End Users of any Approved Client Application.

15. Legal.

Company will maintain ownership and control of its Approved Client Application(s) at all times to the extent required to practically and legally enforce the requirements of the Agreement, including these Guidelines. If, pursuant to a request by Company, Google approves a third party application accessing the Services, Company is responsible for ensuring that such third party application also complies with the Agreement (including these Guidelines).

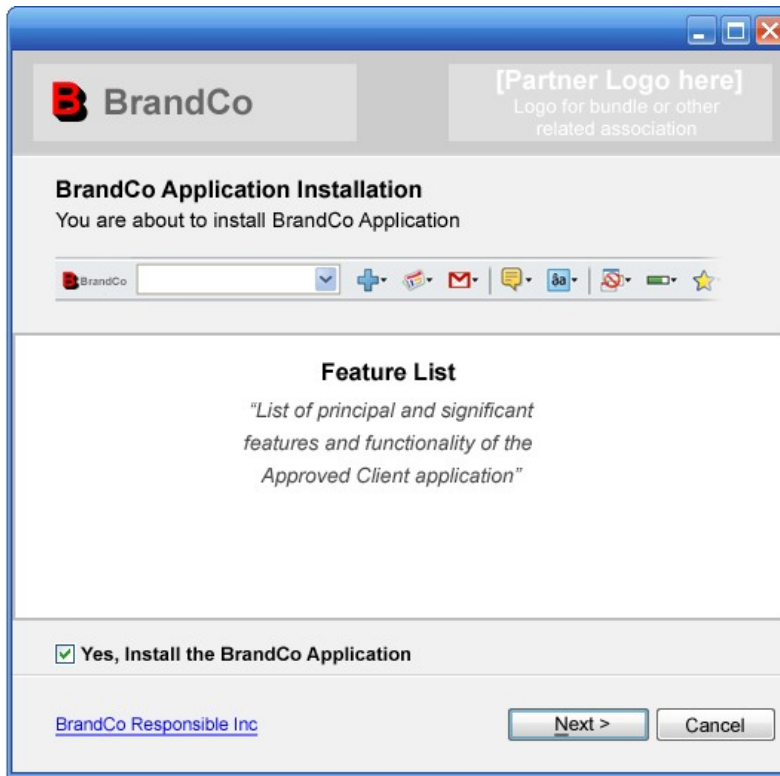
16. Updates.

Google may update these Guidelines, including the Appendices, from time to time; provided, however, that no updates will be effective until Google provides Company with at least thirty (30) days written notice thereof. Company will be required to bring its Approved Client Application into compliance within 30 days of the date of such notice.

APPENDIX A

General Disclosure and Consent Requirements for Approved Client Applications

Clear and conspicuous disclosure is required prior to download or install: what it is, what it does, and how it will be displayed to the end user



Appendix B

Disclosure and Consent Requirements for Changes to an End User's Default Search Engine and/or Homepage
(Search-Based Approved Client Applications)



Disclosure and Consent Requirements for Changes to an End User's Default Search Engine and/or Homepage
(Non-Search Based Approved Client Applications).
Affirmative Consent of End User is Required for Changes to Default Search



Appendix D-1

Results Page UI – 3ATF, Right Rail with Google Branding (WebSearch only)

Web Search
BrandCo flowers Search

Sponsored Links

\$19.99 Flowers at FTD®
Same Day Flower Delivery! Sale: 15% Off Our Top Products.
www.FTD.com

Flowers at 1-800-FLOWERS
Same Day Delivery Available. Satisfaction Guaranteed!
1800flowers.com

Save \$10 on Flowers Today
Surprise Friends Near and Far. Same Day Local Delivery.
www.Teleflora.com

Sponsored Links

BIGROSE Wedding Flowers
Flowers and Roses Direct Grower Weddings Party Home FREE Shipping.
www.bigrose.com

50% Off All Flowers Today
All Flowers on the site are 50% Off. Order Today! Call 1-800-521-6846.
www.BloomsToday.com

Flowers - South Africa
Same day delivery - quality flowers gifts & hampers. Order online now.
www.flowerite.co.za

Search Results for "flowers" 1 - 10 of about 31,600,000 for flowers. (0.11 seconds)

Flowers, Roses, Plants, Gift Basket Delivery - 1-800.FLOWERS.COM ...
Send flowers, roses, balloons, plants, gift baskets and gourmet food from 1-800-FLOWERS.COM, the world's #1 online florist.
<http://www.1800flowers.com/> - 73k - Cached - Similar Pages

FTD.COM - Fresh Flowers, Plants, and Gift Baskets
Order fresh flowers, living plants, and delightful gifts and gift baskets from FTD.COM. Order birthday flowers or anniversary flowers online for local ...
<http://www.ftd.com/> - 63k - Cached - Similar Pages

Send Valentine's Day flowers and gifts. Flower delivery by ProFlowers.
Valentine's Day flowers & gift baskets delivered. Order flowers from ProFlowers- your online florist for fresh Valentine's flower delivery.
<http://www.proflowers.com/> - 58k - Cached - Similar Pages

FLORIST FLOWERS - Florist flower delivery and Virtual Flowers ...
Send Flowers (Virtual Flowers Com™). Welcome! We are the leading on-line florist you can trust to send flowers same day delivery of florist flower ...
<http://www.virtualflowers.com/> - 14k - Cached - Similar Pages

Create Your Own Flowers on zefrank.com
Create Your Own Flowers on zefrank.com.
<http://www.zefrank.com/flowers/> - 4k - Cached - Similar Pages

Flowers - Same Day Flower Delivery from Virtual Florist
We have been in business for over 70 years and selling flowers online for ... Virtual Florist provides same-day flower delivery to the US and Canada for ...
<http://www.virtualflorist.com/> - 15k - Cached - Similar Pages

Flowers, Florists - Send Flowers Online with 1-800-FLORALS Florist ...
Send flowers online! Award-winning online florist specializing in same-day and next-day flower delivery in the USA and Canada. Order flowers and plants, ...
<http://www.800florals.com/> - 38k - Cached - Similar Pages

Flowers Vineyard & Winery
Sonoma Coast producer of Pinot Noir and Chardonnay.
<http://www.flowerswinery.com/> - 3k - Cached - Similar Pages

Flower - Wikipedia, the free encyclopedia
A flower, sometimes known as a bloom or blossom, is the reproductive structure found in flowering plants (plants of the division Magnoliophyta, ...
<http://en.wikipedia.org/wiki/Flower> - 97k - Cached - Similar Pages

Send Fresh FLOWERS 35% - 55% OFF
Get Flowers Fast, Cheap and Grower Fresh! This superb overnight floral delivery service offers low prices on a wide selection of fresh flowers, bouquets and ...
<http://www.flower-delivery-flowers.com/> - 38k - Cached - Similar Pages

Paradise of Flowers
Over 15,000 Flower & Garden Pictures of many types of Flowers.
www.flowers.vg

Flowers
China Flowers Supplier. High Quality. Competitive Price. Made-in-China.com

Buy Fresh Flowers Now
Choose from Hundreds of Types Delivery in Less Than 2 Days.
www.flowers.com

Flowers
Compare and Save On Flowers. Browse Through Hundreds Of Listings.
Flowers.ClassifiedAds.com

Fold (800x600)

3 Wide Ads ATF

7 Narrow Ads on Right Rail

10 Google Web Search Results

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 Next >

Web Search
BrandCo flowers Search

Web Search

BrandCo flowers Search

Sponsored Links

[\\$19.99 Flowers at FTD®](#)
Same Day **Flower** Delivery! Sale: 15% Off Our Top Products.
www.FTD.com

[Flowers at 1-800-FLOWERS](#)
Same Day Delivery Available. Satisfaction Guaranteed!.
1800flowers.com

[Save \\$10 on Flowers Today](#)
Surprise Friends Near and Far. Same Day Local Delivery.
www.Teleflora.com

3 Wide Ads ATF

Search Results for "flowers" 1 - 10 of about 31,600,000 for flowers. (0.11 seconds) powered by Google

[Flowers, Roses, Plants, Gift Basket Delivery - 1-800-FLOWERS.COM ...](#)
Send flowers, roses, balloons, plants, gift baskets and gourmet food from 1-800-FLOWERS.COM, the world's #1 online florist.
<http://www.1800flowers.com/> - 75k - [Cached](#) - [Similar Pages](#)

[FTD.COM - Fresh Flowers, Plants, and Gift Baskets](#)
Order fresh flowers, living plants, and delightful gifts and gift baskets at FTD.com. Order birthday flowers or anniversary flowers online for local ...
<http://www.ftd.com/> - 63k - [Cached](#) - [Similar Pages](#)

[Send Valentine's Day flowers and gifts. Flower delivery by ProFlowers.](#)
Valentine's Day flowers & gift baskets delivered. Order flowers from ProFlowers-your online florist for fresh Valentine's flower delivery.
<http://www.proflowers.com/> - 58k - [Cached](#) - [Similar Pages](#)

[FLORIST FLOWERS - Florist flower delivery and Virtual Flowers ...](#)
Send Flowers (Virtual Flowers.Com™)- Welcomel We are the leading on-line florist you can trust to send flowers same day delivery of florist flower ...
<http://www.virtualflowers.com/> - 14k - [Cached](#) - [Similar Pages](#)

[Create Your Own Flowers on zefrank.com](#)
Create Your Own Flowers on zefrank.com.
<http://www.zefrank.com/flowers/> - 4k - [Cached](#) - [Similar Pages](#)

[Flowers - Same Day Flower Delivery from Virtual Florist](#)
We have been in business for over 70 years and selling flowers online for ... Virtual Florist provides same-day flower delivery to the US and Canada for ...
<http://www.virtualflorist.com/> - 15k - [Cached](#) - [Similar Pages](#)

[Flowers, Florists - Send Flowers Online with 1-800-FLOWERS Florist ...](#)
Send flowers online! Award-winning online florist specializing in same-day and next-day flower delivery in the USA and Canada. Order flowers and plants, ...
<http://www.800florals.com/> - 38k - [Cached](#) - [Similar Pages](#)

[Flowers Vineyard & Winery](#)
Sonoma Coast producer of Pinot Noir and Chardonnay.
<http://www.flowerswinery.com/> - 3k - [Cached](#) - [Similar Pages](#)

[Flower - Wikipedia, the free encyclopedia](#)
A flower, sometimes known as a bloom or blossom, is the reproductive structure found in flowering plants (plants of the division Magnoliophyta, ...
<http://en.wikipedia.org/wiki/Flower> - 97k - [Cached](#) - [Similar Pages](#)

[Send Fresh FLOWERS 35% - 55% OFF](#)
Get Flowers Fast, Cheap and Grower Fresh! This superb overnight floral delivery service offers low prices on a wide selection of fresh flowers, bouquets and ...
<http://www.flower-delivery-flowers.com/> - 38k - [Cached](#) - [Similar Pages](#)

10 Google Web Search Results

Sponsored Links

[BIGROSE Wedding Flowers](#)
Flowers and Roses Direct Grower Weddings Party Home FREE Shipping.
www.bigrose.com

[50% Off All Flowers Today](#)
All Flowers on the site are 50% Off. Order Today! Call 1-800-521-6846.
www.BloomsToday.com

[Flowers - South Africa](#)
Same day delivery - quality flowers gifts & hampers. Order online now.
www.flowerite.co.za

3 Wide Ads BTF

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 Next >

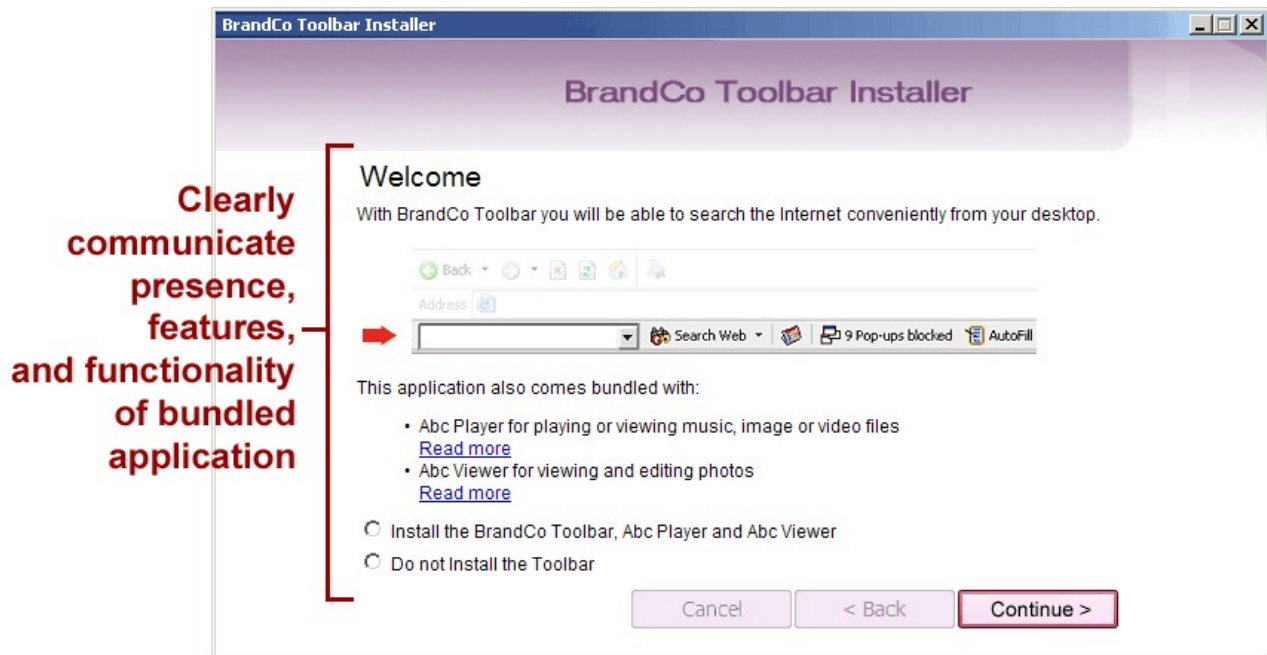
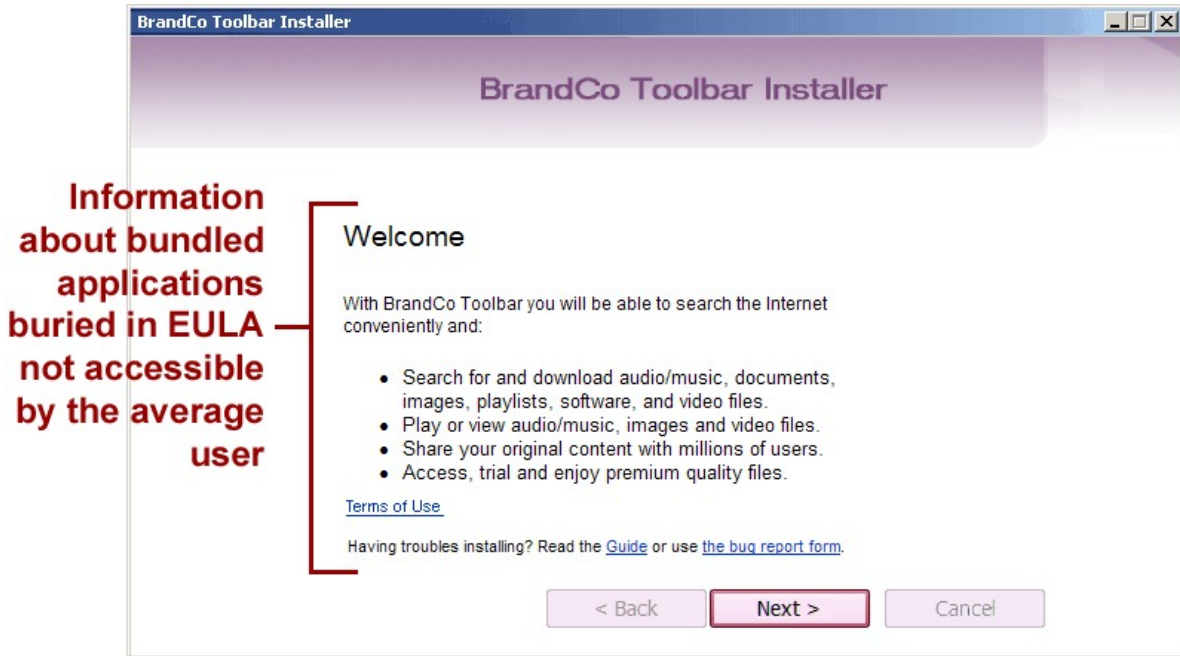
Web Search

BrandCo flowers Search

Appendix E

Bundling of Applications

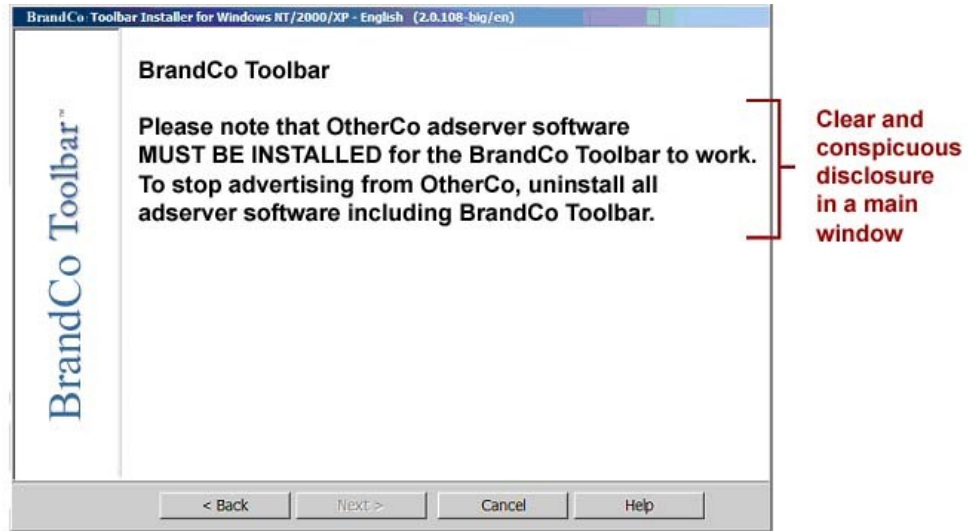
When bundling, the end user must be made aware of all the applications included prior to installation.



Appendix E (continued)

Bundling of Applications

When bundling, the end user must be made aware of advertising revenue relationships to other applications, if the continued use of the primary application is conditioned on the other applications being installed and active on the end user's computer

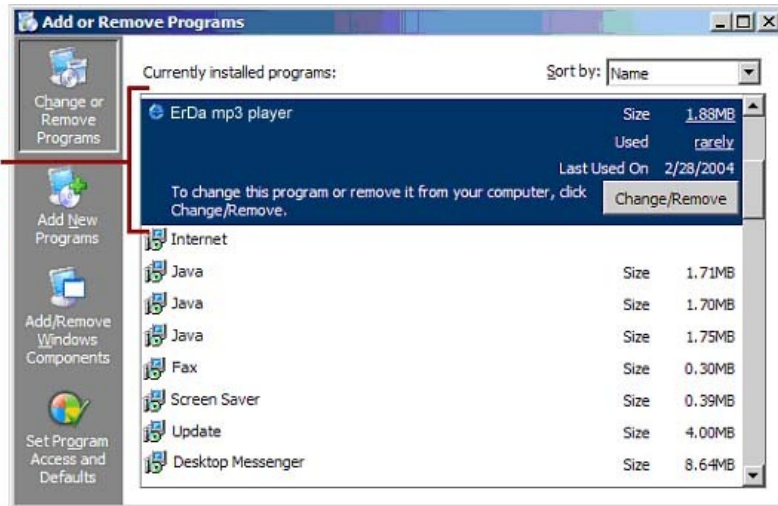


Appendix F

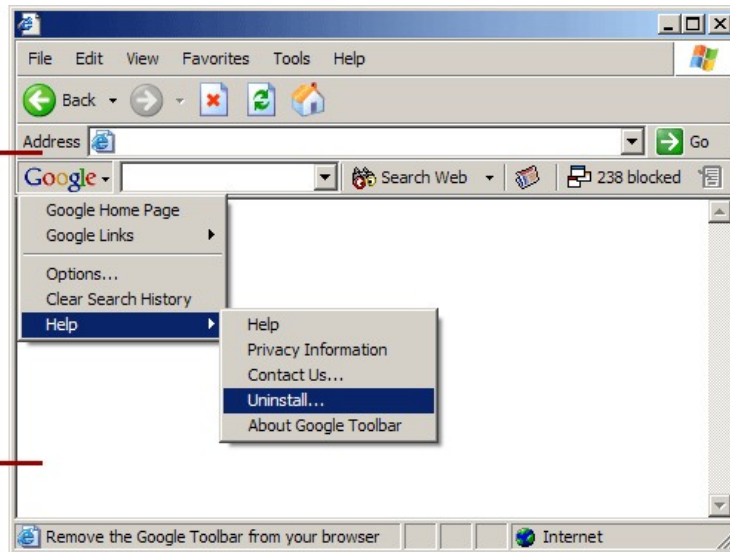
Deactivation

The Application must permit end users to uninstall it in the customary place the applicable operating system has designated for adding or removing programs (e.g., Add/Remove Programs control panel in Windows) in a straightforward manner and must contain (in an easily found location) clear and concise instructions on how it may be uninstalled

Application name corresponds with entry in Add/Remove Programs



Typical user can easily find instructions to uninstall in the application itself



CERTIFICATIONS

I, Josef Mandelbaum, Chief Executive Officer of IncrediMail Ltd., certify that:

1. I have reviewed this Amendment No.1 to the annual report on Form 20-F of IncrediMail Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: July 20, 2011

/s/ Josef Mandelbaum
Josef Mandelbaum,
Chief Executive Officer

CERTIFICATIONS

I, Yacov Kaufman, Chief Financial Officer of IncrediMail Ltd., certify that:

1. I have reviewed this Amendment No.1 to the annual report on Form 20-F of IncrediMail Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: July 20, 2011

/s/ Yacov Kaufman
Yacov Kaufman,
Chief Financial Officer

CERTIFICATION OF PERIODIC FINANCIAL REPORTS
UNDER 18 U.S.C 1350

In connection with Amendment No. 1 to the Annual Report on Form 20-F of IncrediMail Ltd., (the "Issuer"), for the year ended December 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certifies that:

1. The Report containing the financial statements fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

/s/ Josef Mandelbaum
Josef Mandelbaum
Chief Executive Officer

Date: July 20, 2011

CERTIFICATION OF PERIODIC FINANCIAL REPORTS
UNDER 18 U.S.C 1350

In connection with Amendment No.1 to the Annual Report on Form 20-F of IncrediMail Ltd., (the "Issuer") for the year ended December 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certifies that:

1. The Report containing the financial statements fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

/s/ Yacov Kaufman
Yacov Kaufman
Chief Financial Officer

Date: July 20, 2011
