COUNTERPATH CORPORATION
PRODUCT WARRANTY

a. Hardware. VENDOR warrants to C1 and to End User that the portion of the
Products that is Hardware shall conform to its published functional specifications
and be free from defects in material and workmanship for a period of ninety (90)
days from the date on which Product Acceptance occurs.

b. Software. VENDOR warrants to C1 and to End User that the software portion of
the Products shall conform to its published functional specifications for a period
of for a period of ninety (90) days from the date of acceptance of the Product by
End User, provided that the software is used in a manner consistent with any
applicable VENDOR hardware and software configuration specifications. During
the warranty period, VENDOR shall promptly correct errors that reflect
deviations from the published specifications as are requested by End User.

c. Repair, Replace, or Refund. All Products sold under the terms and provisions of
this Agreement are warranted to operate in accordance with the standard
specifications or documentation accompanying each Product. If, during the
warranty period, a Product fails to conform to the terms and provisions of the
warranty, C1 shall promptly notify VENDOR in writing of any warranty claim.
VENDOR, at its option, will replace or repair the Product without charge. If,
after two (2) attempts to repair and/or replace the Product, VENDOR fails to
cause the Product to conform to the terms and provisions of the warranty, C1 may
request a refund of the Price attributable to the Products and Services. Such
refund shall be paid to C1 within fifteen (15) days after VENDOR receives the
refund request from C1.

c. Warranty Exclusions. This warranty does not cover repairs for damages to
Products or malfunctions caused by any of the following:

1) Misuse or neglect;

2) Failure by End User to follow installation or operation instructions; or

3) Failure to permit remote access.

d. Warranties to C1 and End User. VENDOR warrants to C1 and End User that

1) It has title to the Products, that it has the right to manufacture the Products,
and that it has the right to sell the Products; and

2) The Products do not infringe upon any intellectual property right of any
third party.