

EXHIBIT C

Sale and Relationship Agreement

This Sale and Relationship Agreement ("this Agreement") made this 11th day of December 1998, is by and between Applied Komatsu Technology America Inc., a California corporation having offices at 3101 Scott Boulevard, Santa Clara, California 95054 ("AKTA"), representing, as appropriate, Applied Komatsu Technology, Inc. ("AKT"), and Symmorphix Inc., a Delaware corporation having offices at 1111 West El Camino Real, No. 109-233, Sunnyvale, California 94087 ("Symmorphix").

1. AKTA shall sell and Symmorphix shall buy the following two (2) systems ("Equipment") at the prices stated below:

- AKTA PVD 1600 S/N Alpha 2, asset tag # C201153, 3-chamber system
- AKTA PVD 3500 S/N Alpha 1, asset tag # C201155, 2-chamber system

Total [REDACTED]

2. The purchase and sale of the Equipment shall be as described in AKTA's standard Terms and Conditions of Sale, shown in Exhibit A, attached hereto and made a part of this Agreement.

3. The payment schedule for the Capital Equipment will be as follows:

- [REDACTED] cash ten (10) days from date of execution of this Agreement
- [REDACTED] cash thirty (30) days from first payment due date
- [REDACTED] cash thirty (30) days from second payment due date
- [REDACTED] cash thirty (30) days from third payment due date
- [REDACTED] cash thirty (30) days from fourth payment due date
- Final balance of [REDACTED] payable in cash on or before May 31, 1999.

4. Title to the Equipment will remain with AKTA until one hundred percent of the purchase price has been received by AKTA.

5. If Symmorphix does not substantially comply with the required payments described in Section 3 of this Agreement, then Symmorphix shall lose its right to purchase the Equipment under this Agreement, and AKTA shall retain title and ownership to the Equipment and any moneys paid by Symmorphix hereunder. AKTA shall provide Symmorphix with at least ten (10) days prior written notice of AKTA's intention to exercise its rights under this Section 5. Symmorphix will be allowed, during this ten (10) day notice period, to cure any failure and recover its rights and position hereunder.

6. AKTA shall provide Symmorphix with the following access to AKTA facilities, which shall extend through and including April 30, 1999. No modification or extension shall be effective unless by written agreement, signed by authorized representatives of AKTA and Symmorphix. AKTA will provide office space for designated Symmorphix personnel and such Applications Lab facilities as are required to operate the PVD 1600 Serial # Alpha 2 system. The applicable office space, access routes, and use areas

shall be as shown in Exhibit B, attached hereto and made a part of this Agreement, subject to change by mutual written agreement. Symmorphix will at all times comply with AKTA's lab operation procedures, safety procedures and regulations, and standard practices when working in the AKTA Applications Lab. Access to analytical equipment for Symmorphix personnel shall be on a shared basis, with AKTA work receiving first priority.

7. Symmorphix shall pay AKTA [REDACTED] per month for five (5) months (December 1998 through April 1999) to offset expenses incurred for process gas supplies, utilities, facility maintenance, and janitorial services to support the operation of the 1600 PVD system. Additional expenses must be discussed with and approved by Symmorphix in advance.

8. Replacement parts, service labor, replacement targets and backing plates, etc. are specifically excluded from this Agreement. Any such items will be handled under separate purchase order/sales order transactions on a case-by-case basis. Incidental supplies which are not typically provided by AKTA to its customers shall be purchased by Symmorphix directly from other vendors (e.g. wipes, glass, etc.).

9. The following AKTA employees, who were subject to AKTA's October 29, 1998 Reduction in Force (RIF), will be permitted restricted access to designated AKTA facilities and will be permitted to work on Symmorphix business without affecting their AKTA separation packages so long as they are not receiving employment compensation from Symmorphix prior to December 29, 1998.

- Bob Conner, Ernest Demaray, David Orgill, Bill Lee, Ravi Mullanpudi, Ron Johnson, Kai-An Wang
- Additional persons as may be approved by AKTA, in writing, on a case-by-case basis.

Symmorphix is not allowed, and shall not attempt, to bring any persons not named above in this Section 9 (including visitors, customers, contractors, job candidates, or other workers) into any AKTA premises without the prior written approval of AKTA. AKTA will provide a response within 24 hours of receipt of request from Symmorphix.

10. Symmorphix agrees, for valuable consideration contained within this Agreement, not to solicit for employment, to employ, or otherwise to engage the services of any person who is an employee of AKTA on or after October 29, 1998, except any AKTA employee who is the subject of AKTA's October 29, 1998 RIF.

11. Symmorphix shall send all formal communications to AKTA in care of David Sponseller. Day to day coordination of activities between AKTA and Symmorphix shall be between Bill Harshbarger of AKTA and Ernest Demaray of Symmorphix. Symmorphix understands and agrees that it is not empowered or authorized to direct the efforts of or otherwise assign tasks to AKTA employees. All requests for AKTA

resources, except as clearly granted under this Agreement, must be conveyed to AKTA in care of Bill Harshbarger or his designated delegate.

12. Symmorphix shall obtain and maintain any and all required insurance coverage for its employees and agents. Any injuries sustained when working on Symmorphix business are the responsibility of Symmorphix and its insurers.

13. Symmorphix shall obtain and maintain all required Workers' Compensation and disability insurance policies with limits as required by law and acceptable to AKTA no later than January 4, 1999. Any requests by Symmorphix to operate the Equipment on AKTA premises prior to Symmorphix having obtained such insurance is strictly at AKTA's discretion and shall be handled on a case-by-case basis.

14. Symmorphix shall obtain and maintain, during any period that any Symmorphix employee or agent is within AKTA's premises, comprehensive general liability insurance covering personal injury and property damage in amounts acceptable to AKTA.

15. Symmorphix must comply with all California Occupational Safety and Health Administration (Cal OSHA) requirements and all applicable local ordinances, including without limitation the Santa Clara Municipal Fire Code. Symmorphix must also establish appropriate worker safety and training programs. Symmorphix may voluntarily adopt existing AKTA safety programs but Symmorphix assumes full responsibility for employee, equipment, and facility safety in its area of use.

16. Symmorphix shall obtain any appropriate business operating licenses as required by law or local ordinance and by insurers of Symmorphix and AKTA.

17. Symmorphix must make its own arrangements for all purchasing, shipping and receiving functions. Symmorphix may use an AKTA hand truck if needed for glass container handling. Symmorphix must use the designated access routes on the attached layout (see Exhibit B) for its shipping and receiving operations, and must maintain all personnel work areas, and access and egress routes clear of obstructions as required by local ordinances and authorities and AKTA standards.

18. Symmorphix must abide by all AKTA environmental policies, practices, and procedures governing operations such as solvent usage, wet cleans, hazardous waste disposal, effluent treatment. Symmorphix personnel may not bring onto AKTA's site or handle or move hazardous materials including but not limited to gas bottles (including helium) and wet lab chemicals. Symmorphix personnel may, however, use AKTA-supplied IPA squeeze bottles for routine system maintenance.

19. All Symmorphix personnel must attend a site orientation training session to be conducted by AKTA on a mutually acceptable date. AKTA has an Emergency Response Team which will respond in the event of emergency involving Symmorphix

operations. However, Symmorphix hereby agrees to hold AKTA and Applied Materials, Inc. harmless in the event of any problems which might develop as a result of such response.

20. All costs associated with removal of the Equipment from AKTA premises (subsequent to completed purchase thereof by Symmorphix) shall be borne by Symmorphix. Unless otherwise agreed upon in writing, all Equipment purchased hereunder shall be transported from AKTA's site no later than April 30, 1999.

21. The parties have agreed to certain provisions regarding future dealings, intellectual property, confidential information, and licenses, as described in Exhibit C, attached hereto and made a part of this Agreement.

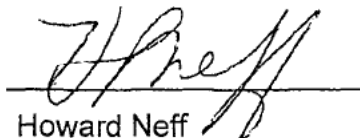
In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

Symmorphix Inc.
("Symmorphix")

**Applied Komatsu Technology
America, Inc. ("AKTA")**



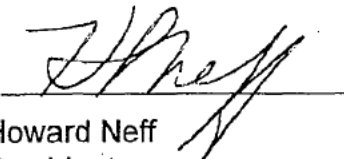
Bob Conner
President
December 11, 1998



Howard Neff
President
December 11, 1998

Acknowledged and Accepted:
Applied Komatsu Technology, Inc.
("AKT")

Shareholders Committee



Howard Neff
President
December 11, 1998

By
Title
Date

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