

Debtors' Motion for an Order Pursuant to Section 363 and 365 of the Bankruptcy Code Authorizing Chemtura Corporation to Amend and Assume the Corporate Master Agreement With Vignette Corporation and Settle a Related Dispute (the "Vignette Motion").

By the Vignette Motion, the Debtors seek entry of an order authorizing Debtor Chemtura Corporation ("Chemtura") to (i) enter into the Vignette Products and Services Schedule (the "Revised Schedule"), which amends the Corporate Master Agreement and related license schedule (the "Original Schedule"), dated as of March 1, 2006, between Vignette Corporation n/k/a Open Text ("Vignette") and Chemtura (collectively, the "Agreement"), (ii) assume the Agreement, and (iii) resolve a dispute with Vignette regarding an alleged outstanding prepetition amount owed by Chemtura to Vignette under the Agreement (the "Cure Claim").

On March 1, 2006, Chemtura and Vignette entered into the Agreement for the licensing of Vignette's software products, which Chemtura uses in connection with its website and for the delivery of maintenance and certain support services. Pursuant to the Agreement, Vignette granted a personal, non-exclusive, perpetual, nontransferable license to Chemtura and its affiliates. Since the commencement of the Debtors' chapter 11 cases, Chemtura and Vignette have disagreed as to whether Chemtura had breached the software licenses granted under the Agreement during the prepetition period. Vignette alleges that Chemtura owes Vignette \$108,750 as a result of the alleged prepetition breach of the software licenses, and Chemtura denies any liability to Vignette.

As a result of negotiations to resolve their dispute, Chemtura and Vignette have agreed to enter into the Revised Schedule, and Chemtura has agreed to assume the Agreement, as amended. The Revised Schedule includes the following terms:

- Site Module and Portal Program: Vignette will grant Chemtura and its affiliates certain programs and use authorizations for a site module and portal program that Chemtura has been using during the chapter 11 cases. Upon Chemtura's payment of certain annual maintenance fees, Vignette will supply maintenance for the site module and portal program.
- Fees Due Under the Revised Schedule: Chemtura will pay Vignette a total of \$125,577 in program and maintenance fees upon the Court's approval of the Vignette Motion.
- Settlement of Dispute and Waiver of Cure Claim: Upon execution of the Revised Schedule and Court approval of the Vignette Motion, and as a means to settle their dispute concerning the alleged prepetition amounts owing, Vignette has agreed to waive its right to assert a Cure Claim against Chemtura in connection with the assumption of the Agreement, as amended.

Chemtura maintains that the relief requested is in the best interests of its estate because entering into the Revised Schedule and assuming the Agreement, as amended, will allow Chemtura to resolve its dispute with Vignette while ensuring Chemtura's continued access to the software

licenses and support services it requires to operate its website and the site module and portal program. In addition, Chemtura notes that Vignette has indicated that it is unwilling to extend its business relationship with Chemtura absent execution of the Revised Schedule or some other resolution of the dispute between Chemtura and Vignette.

A hearing will be held on the Vignette Motion on November 18, 2009 at 9:45 a.m. (ET), with a corresponding objection deadline of November 11, 2009 at 4:00 p.m. (ET)