

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION
Civil Action No. 4:11-cv-00059-BO

SIRSI CORPORATION d/b/a)
SIRSIDYNIX,)
)
Plaintiff,)
)
v.)
)
CRAVEN-PAMLICO-CARTERET)
REGIONAL LIBRARY SYSTEM,)
)
Defendant.)

**PLAINTIFF’S ANSWER TO
DEFENDANT’S COUNTERCLAIMS**

Plaintiff Sirsi Corporation d/b/a SirsiDynix (“SirsiDynix”) answers the counterclaims filed against it by Craven-Pamlico-Carteret Regional Library System (“CPC Regional”) as follows:

- 28. Plaintiff incorporates the allegations in its Complaint as if set forth fully herein.
- 29. Admitted.
- 30. Denied.
- 31. Denied.

32. It is admitted that in February 2009, representatives of SirsiDynix approached representatives of CPC Regional to discuss upgrading from the Horizon software to the Symphony software. Except to the extent admitted, the allegations of this Paragraph are denied.

33. It is admitted that CPC Regional agreed to review a quote for an upgrade to the Symphony software. Except to the extent admitted, the allegations of this Paragraph are denied.

34. It is admitted that SirsiDynix provided CPC Regional with a quote for an upgrade to the Symphony software on or about February 4, 2009. Except to the extent admitted, the allegations of this Paragraph are denied.

35. SirsiDynix is without sufficient knowledge or information to form a belief as to the truth of the allegations in this Paragraph and therefore deny the same.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. SirsiDynix's Complaint speaks for itself. Therefore the allegations of this Paragraph are denied.

41. Denied.

42. It is admitted that on April 15, 2009, the Director of CPC Regional signed the Master Agreement. Except to the extent admitted, the allegations of this Paragraph are denied.

43. The Master Agreement speaks for itself. Therefore the allegations of this Paragraph are denied.

44. Denied.

45. Denied.

46. Denied.

47. It is admitted that in or around June 2009, CPC Regional's server failed and that there was a need to replace the server. Except to the extent admitted, the allegations of this Paragraph are denied.

48. It is admitted that CPC Regional informed SirsiDynix that its server failed and that there was a need to replace the server. Except to the extent admitted, the allegations of this Paragraph are denied.

49. SirsiDynix is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore deny the same.

50. SirsiDynix is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph and therefore deny the same.

51. It is admitted that in June 2009, CPC Regional contracted with SirsiDynix to perform a platform migration from one server to another. Except to the extent admitted, the allegations of this Paragraph are denied.

52. It is admitted that in June 2009, SirsiDynix performed a platform migration from one server to another. Except to the extent admitted, the allegations of this Paragraph are denied.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

58. Denied.

59. Denied.

60. Denied.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. SirsiDynix incorporates its responses to Paragraphs 28-69 as if set forth fully herein.

71. Denied.

72. This paragraph states a legal conclusion and, therefore, it is denied.

73. Denied.

74. Denied.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. SirsiDynix incorporates its responses to Paragraphs 28-84 as if set forth fully herein.

86. Denied.

87. Denied.

88. SirsiDynix's Complaint and the terms of the Master Agreement speak for themselves. Therefore the allegations of this Paragraph are denied.

89. Denied.

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. SirsiDynix incorporates its responses to Paragraphs 28-93 as if set forth fully herein.

95. SirsiDynix's Complaint and the terms of the Master Agreement speak for themselves. Therefore the allegations of this Paragraph are denied.

96. Denied.

97. Denied.

98. Denied.

99. SirsiDynix's Complaint and the terms of the Master Agreement speak for themselves. Therefore the allegations of this Paragraph are denied.

100. SirsiDynix is without sufficient knowledge or information to form a belief as to the truth of the allegations in this Paragraph and therefore deny the same.

101. Denied.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

FIRST AFFIRMATIVE DEFENSE

CPC Regional's counterclaims fail to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

CPC Regional's claim for negligent misrepresentation is barred by its own contributory negligence.

THIRD AFFIRMATIVE DEFENSE

CPC Regional's damages are limited by the limitations of liability clause contained in the agreement between the parties.

FOURTH AFFIRMATIVE DEFENSE

CPC Regional's claims may be barred by the limitations period contained in the agreement between the parties.

WHEREFORE, SirsiDynix requests the Court:

1. Dismiss CPC Regional's Counterclaims with prejudice;
2. Award SirsiDynix its costs associated with the defense of this action, including attorney's fees;
3. Order a trial by jury of all issues so triable.

This the 22nd day of July, 2011.

WOMBLE CARLYLE SANDRIDGE & RICE
A Professional Limited Liability Company

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CERTIFICATE OF SERVICE

This is to certify that on July 22, 2011, a copy of the foregoing was filed electronically with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

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