

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

36. Plaintiffs deny all allegations contained in Paragraph 36 of Best Buy's First Affirmative Defense.

SECOND AFFIRMATIVE DEFENSE

37. Plaintiffs deny all allegations contained in Paragraph 37 of Best Buy's Second Affirmative Defense.

THIRD AFFIRMATIVE DEFENSE

38. Plaintiffs deny all allegations contained in Paragraph 38 of Best Buy's Third Affirmative Defense.

FOURTH AFFIRMATIVE DEFENSE

39. Plaintiffs deny all allegations contained in Paragraph 39 of Best Buy's Fourth Affirmative Defense.

FIFTH AFFIRMATIVE DEFENSE

40. Plaintiffs deny all allegations contained in Paragraph 40 of Best Buy's Fifth Affirmative Defense.

SIXTH AFFIRMATIVE DEFENSE

41. Plaintiffs deny all allegations contained in Paragraph 41 of Best Buy's Sixth Affirmative Defense.

SEVENTH AFFIRMATIVE DEFENSE

42. Plaintiffs deny all allegations contained in Paragraph 42 of Best Buy's Seventh Affirmative Defense.

RESPONSE TO COUNTERCLAIMS

1. Plaintiffs deny the allegations contained in Paragraph 1 of Best Buy's Counterclaims to the extent that Paragraph 1 alleges Best Buy is entitled to any relief under the Federal Declaratory Judgment Act. Plaintiffs admit the allegations contained in Paragraph 1 of Best Buy's Counterclaims that there is an actual controversy between Plaintiffs and Best Buy arising under the United States copyright laws.

2. Plaintiffs admit that this Court has subject matter jurisdiction as alleged in Paragraph 2 of Best Buy's Counterclaims.

3. Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 of Best Buy's Counterclaims and therefore denies them.

4. Plaintiffs admit the allegations of Paragraph 4 of Best Buy's Counterclaims.

5. Plaintiffs admit the allegations of Paragraph 5 of Best Buy's Counterclaims.

6. Plaintiffs deny the allegations of Paragraph 6 of Best Buy's Counterclaims to the extent they assert that Mr. Andersen alleges he is the author, developer and owner of “[all of] the” copyrights in BusyBox. Plaintiffs admit that they allege that Mr. Andersen is the author and owner of copyrights in portions of BusyBox.

7. Plaintiffs admit the allegations of Paragraph 7 of Best Buy's Counterclaims.

8. Plaintiffs admit the allegations of Paragraph 8 of Best Buy's Counterclaims.

FIRST COUNTERCLAIM

DECLARATORY JUDGMENT OF NON-INFRINGEMENT

9. Plaintiffs repeat and reallege each of the allegations contained in Paragraphs 1-8

as if set forth fully herein.

10. Plaintiffs admit the allegations of Paragraph 10 of Best Buy's Counterclaim for Declaratory Judgment of Non-Infringement.

11. Plaintiffs deny the allegations of Paragraph 11 of Best Buy's Counterclaim for Declaratory Judgment of Non-Infringement.

12. Plaintiffs deny the allegations of Paragraph 12 of Best Buy's Counterclaim for Declaratory Judgment of Non-Infringement.

JURY DEMAND

Plaintiffs do not request a jury trial.

PRAYER FOR RELIEF

Plaintiffs incorporate by reference the Prayer for Relief set forth in Plaintiffs' Complaint. Plaintiffs deny that Best Buy is entitled to any relief.

Dated: March 29, 2010
New York, New York

Respectfully submitted,
SOFTWARE FREEDOM LAW CENTER, INC.

By: s/ Daniel B. Ravicher

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CERTIFICATE OF SERVICE

The undersigned certifies that on the below date he caused a true and correct copy of the foregoing **PLAINTIFFS' REPLY TO DEFENDANT BEST BUY CO., INC'S ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS** to be served upon counsel for all parties via this Court's Electronic Case Filing system.

Dated: March 29, 2010

/s Daniel B. Ravicher
Daniel B. Ravicher (DR1498)