

NAGRASTAR L.L.C.
90 Inverness Circle East
Englewood, Colorado, USA 80112

Release & Indemnify Agreement

Dear Anthony M. Dionisi:

Thank you for your agreement to testify as a witness and for giving a truthful, complete and accurate recorded statement under oath concerning the things you have personal knowledge of involving efforts by certain persons and/or entities to breach NagraStar L.L.C.'s ("NagraStar") conditional access/encryption system.

In consideration of your giving a truthful, complete and accurate recorded statement about all information you are aware of concerning activities by persons or entities to compromise NagraStar's conditional access/encryption system, NagraStar desires to release, indemnify you from any actual or potential civil claim it may have against you and/or criminal proceeding which may result, as set forth in this Agreement in the sections below.

As part of the consideration for NagraStar releasing and indemnifying you, you agree to provide NagraStar all documentary and other tangible evidence in your possession, or that you can reasonably obtain, concerning the substance of your testimony, satellite pirates and hackers of the DISH Network, effects by others to compromise the conditional access system, and the satellite pirate industry.

You, the undersigned witness, agree to the following:

1. You agree to provide testimony (in the form of affidavit, and/or deposition in Canada in the City of Toronto, Province of Ontario) based on your personal knowledge, information, documents, tangible devices, details, and events concerning the satellite piracy industry, the persons and entities involved with satellite piracy directed specifically at NagraStar and/or its affiliates, EchoStar and/or its affiliates, the Kudelski Group and/or their affiliates, DNASP, the actions taken by certain persons and entities to compromise any aspect of NagraStar's and/or its affiliates, EchoStar's and/or its affiliates', the Kudelski Group's and/or its affiliates', DNASP conditional access/encryption system, the events relating to the posting of NagraStar's and/or its affiliates, EchoStar's and/or its affiliates', the Kudelski Group's and/or their affiliates', DNASP encryption code on the internet, and the channels of distribution of pirate's equipment, software, and technology to accomplish unauthorized receipt of the DISH Network satellite programming signal;

1 NagraStar agrees that it will designate the testimony (either in the form of Declaration or Deposition transcript) as HIGHLY CONFIDENTIAL pursuant to the Stipulated Protective Order governing designations in Litigation, subject only to de-designation as set forth specifically in the Protective Order. All such as HIGHLY CONFIDENTIAL pursuant to that Protective Order will be filed with the Court, if at

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CASE NO.
SA CV 03-950 DOC (JTLx)
ECHOSTAR SATELLITE CORP., et al.

vs.

NDS GROUP PLC, et al.

DEFENDANT'S EXHIBIT 411

DATE _____ IDEN.

DATE _____ EVID.

BY _____
Deputy Clerk

HIGHLY CONFIDENTIAL

Case No. SA CV03-950 DOC (JTL)

Exhibit No.:
Deponee:
Date/PPR:
Hunter

NAGRASTAR L.L.C.
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Englewood, Colorado, USA 80112

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1 NagraStar agrees that it will designate the testimony (either in the form of Declaration or Deposition transcript) as HIGHLY CONFIDENTIAL pursuant to the Stipulated Protective Order governing designations in the NagraStar/NDS Litigation, subject only to de-designation as set forth specifically in the Protective Order. All such materials designated as HIGHLY CONFIDENTIAL pursuant to that Protective Order will be filed with the Court, if at all, under Seal.

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HIGHLY CONFIDENTIAL

Case No. SA CV03-950 DOC (JTL)

Exhibit No.:	411
Deponent:	Anthony
Date/PRR:	6-20-07
Hunter + Geist, Inc.	66

PL
ESC0158030

2. You further agree and represent that you will have no involvement or engagement in any efforts to pirate NagraStar's and/or its affiliates, EchoStar's and/or its affiliates', the Kudelski Group's and/or their affiliates' DNASP, and/or any other conditional access system ("CAS") in any way, whatsoever;

3. You further agree and represent that by signing this agreement you are not breaching any confidentiality agreement or non disclosure agreement, in any way whatsoever, with any News Corporation affiliate;

4. You specifically acknowledge that you were not coerced, under duress or placed under any threats, whatsoever, to execute this agreement or perform the acts referred to herein by NagraStar and/or its affiliates, EchoStar and/or its affiliates, or the Kudelski Group and/or its affiliates. You further represent that no promises, payments or agreements were made to you other than what appears in this agreement; and

5. You further agree and represent that you will appear at any deposition in this matter upon the request of NagraStar, and acknowledge that upon your doing so NagraStar will pay all reasonable expenses.

In exchange for your testimony, NagraStar agrees to the following:

1. Release: NagraStar shall release and acquit you from any and all civil lawsuits, claims, demands, damages, actions, causes of action, rights, costs, expenses, compensation, or suits in equity whatsoever, of any kind or nature, which NagraStar may have against you because of anything done, omitted, suffered, or allowed to be done by you, specifically concerning your involvement in pirating NagraStar's, EchoStar's and/or their affiliates', Kudelski Group's and/or their affiliates', DNASP conditional access system, set top box or satellite signal up to the date of your signature on this letter agreement. NagraStar specifically agrees not to commence any civil action against you based, in whole or in part, upon the foregoing information provided by you up to the date of your signature on this agreement.

2. Agreement to Defend & Indemnify: In the event that you become a defendant to a civil lawsuit and/or any criminal proceedings brought by any government entity in the United States of America or Canada as a result of your providing the things stated herein (including any evidence provided by you through deposition or document production) to NagraStar, or for any other reason relating to your providing NagraStar the things stated herein, NagraStar hereby agrees to provide you with legal defense and indemnification as set forth herein. Upon your giving notice (to T. Wade Welch & Associates, 2401 Fountainview Suite 700, Houston, TX 77057, (713) 952-4334, (713) 952-4994(facsimile)) on or before the expiration of five (5) business days of your receipt of notice of any suit or potential claim by NDS, NagraStar shall provide you with defense counsel of your choosing to be funded at reasonable market rates. You must first provide NagraStar with a copy of the lawsuit or claim, along with written notice of your request for defense counsel.

NagraStar hereby agrees to indemnify and otherwise hold you harmless for any and all such civil and/or criminal proceedings covered by this Agreement including all claims, judgments, losses, awards or fines arising from any actions referred to in the above paragraphs.

NagraStar's duty to defend you, as defined herein, shall only be incumbent upon NagraStar upon your prior full cooperation and satisfaction of your obligations in numbers 1 - 5 above. Whether you have provided full cooperation shall be determined at NagraStar's sole discretion exercised in reasonable good faith. If it is determined by NagraStar in its sole discretion that you have not complied with or satisfied your obligations under number 1 - 5 above, or that you have not provided full cooperation, NagraStar may refuse and/or terminate its defense of you. In addition, if it is determined by NagraStar that you have not complied with your obligations as stated herein, you agree that defense counsel shall have the option to withdraw from your legal defense at any subsequent time.

This agreement shall be construed according to the laws of the State of Colorado, County of Arapahoe, United States of America. Jurisdiction and venue shall be exclusively in the United States District Court for the District of Colorado, and if not proper in this Court, in a Court of competent jurisdiction in the State of Colorado, County of Arapahoe. By your signing and executing this agreement, you consent to personal jurisdiction in a court of competent jurisdiction located in the State of Colorado, United States of America.

TONY DIONISI

Tony Dionisi
Signature

TONY DIONISI
Tony Dionisi

May 11, 2007
Date

NAGRASTAR

Pascal J. Lenoir
Signature

PASCAL J. LENOIR - CEO
Pascal Lenoir

May 14, 2007
Date