



NDS Americas, Inc.
 3500 Hyland Ave.
 Costa Mesa, CA 92626
 Phone: (714) 434-2100
 Fax: (714) 434-2105

NDS Americas, Inc.
 3500 Hyland Ave.
 Costa Mesa, CA 92626

Release and Indemnity Agreement

Dear Marco Pizzo:

Thank you for your agreement to provide truthful, complete and accurate information regarding the information you possess concerning piracy directed at the EchoStar satellite television system (also know as DISH Network) between 1998 and 2002, including but not limited to the development and distribution of pirate devices and piracy information posted on the internet, including the December 23, 2000 internet post by "xbr21" and the December 24, 2000 internet post by "NiPpEr2000", collectively "EchoStar Piracy."

In consideration of your giving truthful, complete and accurate information concerning EchoStar Piracy and agreeing to testify as a witness in deposition and/or trial regarding these matters, NDS desires to release you from any claim NDS may have against you and indemnify you for any attorney's fees you may incur in connection with responding to any type of claim or legal proceeding arising from your cooperation or testimony, as set forth below in this agreement.

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

You, the undersigned witness, agree to the following:

1. You agree to provide truthful testimony based on your personal knowledge, information, documents, tangible devices, details, and events concerning EchoStar Piracy; the satellite piracy industry; the persons and entities involved with satellite piracy directed at NagraStar, EchoStar, the Kudelski Group and/or NDS and/or their affiliates; the actions taken by certain persons and entities to compromise any aspect of NagraStar's, EchoStar's, the Kudelski Group's and/or NDS' and/or their affiliates', conditional access/encryption systems; and the channels of distribution of pirate equipment, software, and technology to accomplish unauthorized receipt of the DISH Network satellite program the DIRECTV satellite programming signal;

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

vs.

NDS GROUP PLC, et al

PLAINTIFF'S EXHIBIT 1343

DATE _____ IDEN.

DATE _____ EVID.

BY _____

Deputy Clerk



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2. You further agree and represent that you will have no involvement or engage in any efforts to pirate NDS' and/or any other conditional access system 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;

4. You specifically acknowledge that you were not coerced, under duress or placed under any threats whatsoever by NDS and/or its affiliates to execute this agreement or perform the acts referred to herein. 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 trial and/or any deposition in this matter upon the request of NDS, and acknowledge that upon your doing so, NDS will pay all reasonable expenses.

In exchange for your truthful testimony, NDS agrees to the following:

A. Release: NDS 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 NDS may have against you because of anything done, omitted, suffered, or allowed to be done by you, specifically concerning your involvement in pirating NDS' conditional access systems up to the date of your signature on this letter agreement. NDS 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.

B. Agreement to Defend & Indemnify: In the unlikely event that you become a defendant in any proceeding as a result of your cooperation or providing the things stated herein (including any evidence provided by you through trial testimony, deposition or document production) to NDS, or for any other reason relating to your providing NDS the things stated herein, NDS hereby agrees to provide you with legal defense as set forth herein. Upon your giving notice to Hogan & Hartson, LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067, (310) 785-4600 (phone), (310) 785-4601 (facsimile) on or before the expiration of five (5) business days of your receipt of notice of any suit or potential claim arising from your cooperation or testimony, NDS shall provide you with defense counsel of your choosing to be funded at reasonable market rates. You must first provide NDS with a copy of the lawsuit or claim, along with written notice of your request for defense counsel.

NDS' duty to defend you, as defined herein, shall only be incumbent upon NDS 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 NDS' sole discretion exercised in reasonable good faith. If it is determined by NDS in its sole discretion that you have not complied with or satisfied your obligations under numbers 1 - 5 above, or that you have not provided full cooperation, NDS may refuse and/or terminate its defense of you. In addition, if it is determined by NDS 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.

For the avoidance of doubt, NDS' obligation to indemnify you does NOT extend to or in any way encompass a duty to indemnify you for any liability you may incur, including but not limited to by way of judgment, awards, fines, or restitution orders, should any of the potential actions referred to in the above paragraphs be decided against you.

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

NAME

NDS Americas, Inc.

Marco G. Pizzo
Signature

Peter Lynskey
Signature

MARCO G. PIZZO
Name

Peter Lynskey
Name

12/4/07
Date

November 29th, 2007
Date

T.P.

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