EMBEDDING TERMS

1.   **End User Access**. The feature within the Service that will allow the Customer to generate Embedded Workbooks is the **"Application Embedding Feature"**. An applicable Order Form may state further limitations or features of the Application Embedding Feature that Customer and its Embedded Users may use, however, only Customer is permitted to integrate the Service with Customer's own Data Warehouse(s). Customer is not permitted to store an Embedded User's data for the purpose of allowing such Embedded User to use the Embedded Platform to analyze such data; all data and information accessed by each Embedded User through the Embedded Workbooks must be data and information owned or licensed by Customer.

2.   **Permissions**. Application Embedding includes features that permit Customer to control or limit the capabilities of each Embedded User's administrative users ("**Permission(s)**"). It is solely Customer's responsibility to select and set Permissions. As part of Embedded Users' use of Embedded Platform, Embedded Users may be permitted by Customer to modify the Customer Data or Input Data or create derivative works of such data (through Embedded Users' use of Input Tables) that will be stored in Customer's Data Warehouse; Customer gives such Permission at its own risk and Sigma has no responsibility or liability for data written to Customer's Data Warehouse by Users using the Service.

3.   **Use Limitations**. Customer is fully responsible for its and its Embedded Users' access to and use of the Service. Customer will not make any representations, warranties, guarantees, or other written or oral statements to Embedded Users regarding the Service. As Customer will maintain a contractual relationship with Embedded Users, Customer will only allow Embedded Users to access or use the Embedded Workbooks upon entering written terms with Embedded Users that are at least as protective of Sigma as the terms of this Agreement. Customer understands and agrees that this Agreement does not create a resale relationship between the parties and as such Customer is not permitted to charge Embedded Users to access or use the Service. Embedded Workbooks may only be provided to Embedded Users as part of Customer's proprietary services and may not be offered by Customer as stand-alone products. Support Services will only be provided to Customer and its Sigma Platform Users.

4.   **Indemnification**. Customer will, at its expense, defend Sigma and its officers, directors, and employees against any third-party claim or action brought against Sigma based on (i) Customer's breach of Section 4 (Use Limitations) of these Embedding Terms, (ii) Customer's own services, Customer Data, or Input Data or (iii) an Embedded User's use of the Services, and in each case Customer agrees to pay any settlements with respect to any such third party claim that Customer agrees to in a writing signed by Customer's authorized officer or final judgments awarded to the third party claimant by a court of competent jurisdiction. **All procedures stated in Section 8.3 of the Agreement will apply to Customer's defense and indemnification of Sigma under this Section 4 and Customer's obligations under this Section 4 are excluded from the disclaimer of indirect damages stated in Section 9.1 of the Agreement and the limitation on direct damages stated in Section 9.2 of the Agreement.**