AI supplier exit and retained-information review

Use before approving sensitive AI use, renewing a service or responding to a proposed sale or closure.

By Andrew Wilson · Published 1 November 2026

Decision to record

Can the proposed use continue on the evidence available, should it be limited, or does a material question need resolving first? An unknown answer is a reason to investigate, not automatic proof of unsafe practice.

Six checks

1. Retained material: list prompts, files, outputs, recordings, logs and any derived records that the service actually keeps. Distinguish documented retention from assumptions.

2. Holders: identify the contracting entity and relevant downstream providers. Record who checks for changes.

3. Transfer conditions: locate the terms governing acquisition, insolvency, asset sale and closure. Identify restrictions applicable to a successor and obtain advice where their effect is unclear.

4. Recovery and deletion: record export format, access window, deletion timetable, backup treatment and stated legal-retention exceptions separately.

5. Evidence: retain the applicable agreement, data-processing terms, retention schedule and evidence of control operation. Record contradictions and unanswered points.

6. Use boundary: identify information that can be used now, information requiring additional approval and a named owner for the next review. Preserve required organisational records.

What to say in the meeting

If our relationship ends, what information do we recover, what remains with you or your providers, and what restrictions govern its future use or transfer?

Questions for the supplier and internal review team

- Which categories of our information do you retain by default and under our selected settings? Evidence: product-specific retention schedule and configuration record.
- Which legal entities hold it, and how are we notified of relevant changes? Evidence: agreement and current provider list.
- What can happen to it during an acquisition, insolvency or asset sale? Evidence: exact transfer and confidentiality provisions, including successor obligations.

- Does a restriction on training also restrict other uses? Evidence: the permitted-use clauses, rather than a general assurance.
- What is removed when we delete a conversation or close the account? Evidence: scope, timetable, exceptions and downstream deletion process.
- Can we export and test a usable copy before access ends? Evidence: sample export and documented access window.
- Who internally owns unresolved points and any use restrictions? Evidence: named owner, due date and recorded decision.

Review record

Service and use case: _____

Information sensitivity and applicable duties: _____

Evidence reviewed and date: _____

Material unknowns and interim limits: _____

Decision, owner and next review date: _____

Scope and evidence

This aid accompanies “When your AI supplier fails, what happens to your conversations?” It applies the article’s analysis to a particular service; it does not certify compliance or predict how a court would treat a contract. Consumer chatbot terms must not be assumed to describe enterprise arrangements. Use the article’s source notes for the Character.ai case, RadioShack precedent and ICO guidance.