CAMBITION
I.T. Services

DATA PROTECTION TERMS

Data Protection Terms

Last updated 22 October 2026

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This document sets out the data protection terms in Cambition's Terms and Conditions (last updated 22 October 2026): condition 11 (Data protection), condition 11A (Artificial intelligence tools), condition 11B (Monitoring, security, backup and file-access tools) and Schedule 3 (Data protection statement). They form part of the Agreement between Cambition and the Client and are not a separate contract. References to other conditions and Schedules (for example conditions 2A.4, 2A.7, 12, 14.5 and 17.2, and Schedule 4) are to the Terms and Conditions at https://cambition.co.uk/terms-and-conditions/. Capitalised terms have the meanings in condition 1 of the Terms and Conditions; the key ones are repeated below.

Cambition (processor, and controller for its own business data)

Cambition IT Services Limited, registered in England and Wales, company number 08084429. Registered office: 6th Floor, Amp House, Dingwall Road, Croydon CR0 2LX. Trading address: Unit 7, Church Meadows, Haslingfield Road, Barrington, Cambridge CB22 7RG. Data protection lead: Jamie Stuart, Managing Director (Cambition has not appointed a formal data protection officer). Email: ambitious@cambition.co.uk. Telephone: 01223 656 156. Cambition's Privacy and Cookie Notice (https://cambition.co.uk/privacy/) covers personal data Cambition handles as a controller; these terms cover personal data Cambition processes for its Clients.

Key definitions (from condition 1)

Approved AI Tools means Grok (xAI's Grok Business, Grok Enterprise or the xAI API) and Grok Bot, as described in condition 11A, including any successor xAI service notified under condition 11.7.

Cambition Portal means Cambition's proprietary CRM, customer portal and ticketing platform at crm.cambition.co.uk (a PSA / ITSM platform).

Client Data means Data, Confidential Information and Personal Data of the Client.

Data Protection Legislation means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), in each case as amended by the Data (Use and Access) Act 2025, and any successor UK data-protection law.

Device Health Report means a report Cambition produces for the Client summarising the health, patch and security status of devices, using data from the tools in condition 11B.

GDAP means Microsoft's granular delegated admin privileges, which let Cambition administer the Client's Microsoft tenant through Microsoft Partner Center within the roles and duration the Client approves.

Grok Bot means the AI assistants operated by Cambition using xAI models and hosted on infrastructure provided by Anysphere, Inc., as described in condition 11A.

Normal Business Hours means 09:00 to 17:30 UK time on Business Days.

Particulars means the order, quotation, proposal or other commercial document issued by Cambition that identifies the Client, the Products, the Charges and the term for that Client.

Personnel means officers, employees, consultants, contractors and advisers of the relevant party.

Product means a service or software item named on the Particulars.

Services means the Products and related work Cambition agrees to provide under the Particulars, including Configuration Services, Hosting Services, maintenance and Technical Support Services as applicable.

Third Party Service means a Product supplied by a vendor and resold or provisioned by Cambition.

Vendor Terms means the vendor's then-current terms for a Third Party Service, including Giacom Service Specific Terms, the Microsoft Customer Agreement, the N-able Software Services Agreement, SentinelOne's terms, Acronis's, Bitdefender's and Exclaimer's terms and Gladinet's hosted terms.

11. Data protection

11.1 Both parties shall comply with Data Protection Legislation. This condition 11 is in addition to, and does not relieve either party of, its obligations under Data Protection Legislation.

11.2 Schedule 3 sets out the subject-matter, duration, nature and purpose of the processing, the types of Personal Data, the categories of data subject, the sub-processors and the international transfers. Cambition's Privacy and Cookie Notice at https://cambition.co.uk/privacy/ explains how Cambition handles personal data where it is a controller (for example website visitors, enquiries and business contacts). The Privacy and Cookie Notice does not form part of this Agreement.

11.3 For Personal Data processed in providing the Services, the Client is the controller and Cambition is the processor. Where the Client is itself a processor for a third party, Cambition acts as the Client's sub-processor and the Client warrants that it has the authority needed for Cambition to do so. Cambition is a controller of Personal Data it processes to run its own business, including account management, invoicing and accounts (kept in Xero), its own staff and payroll records, and business-to-business marketing as described in the Privacy and Cookie Notice. Cambition shall never use Personal Data it processes as the Client's processor for its own marketing.

11.4 Cambition shall process Personal Data only on the Client's documented instructions, including this Agreement, the Particulars and tickets raised by the Client's authorised contacts, unless UK law requires otherwise. In that case Cambition shall tell the Client of that legal requirement before processing, unless the law prohibits this. Cambition shall tell the Client promptly if, in its opinion, an instruction infringes Data Protection Legislation.

11.5 Cambition shall: (a) ensure that persons authorised to process Personal Data are bound by confidentiality and have access only to the extent they need it; (b) take appropriate technical and organisational measures under Article 32 of the UK GDPR, including those in paragraph 3.15 of Schedule 3; (c) taking into account the nature of the processing and the information available to it, assist the Client

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by appropriate technical and organisational measures with data-subject requests, and with the Client's obligations on security, personal data breaches, data protection impact assessments and prior consultation with the Information Commission (formerly the Information Commissioner's Office, ICO); (d) delete or return Personal Data on termination in accordance with condition 11.13 and Schedule 3; (e) make available to the Client all information necessary to demonstrate compliance with Article 28 of the UK GDPR and allow for and contribute to audits, including inspections, under condition 11.12; and (f) notify the Client of a Personal Data Breach in accordance with condition 11.11.

11.6 The Client warrants that it has a lawful basis, and has given all notices and obtained all consents needed, for Cambition to process Personal Data as described in this condition 11, conditions 11A and 11B and Schedule 3, including the transfers and sub-processors listed there, and that its instructions comply with Data Protection Legislation.

11.7 The Client gives Cambition general authorisation to appoint the sub-processors listed in Schedule 3 and on the live sub-processor page at https://cambition.co.uk/sub-processors/. Cambition shall give the Client not less than 30 days' written notice (by email to the Client's contact in the Particulars and by updating the sub-processor page) of any intended addition or replacement of a sub-processor, except where an urgent change is needed to keep the Services running or secure, in which case Cambition shall notify the Client as soon as practicable. The Client may object in writing within the notice period on reasonable data-protection grounds. The parties shall then discuss the objection in good faith. If they cannot resolve it within 30 days, the Client may terminate the affected Service by written notice without paying any early-termination charge to Cambition, but the Client remains liable for committed Third Party Service fees under condition 2A.4 (for example annual Microsoft 365 subscriptions) until the end of their commitment period. Cambition shall impose on each sub-processor, by written contract, data protection obligations that give no less protection than this condition 11 (in particular sufficient guarantees of appropriate technical and organisational measures), and remains fully liable to the Client for each sub-processor's performance of those obligations.

11.8 Cambition shall not use Personal Data to make a decision based solely on automated processing that produces legal or similarly significant effects concerning an individual, except where Data Protection Legislation permits it and the safeguards in Articles 22A to 22D of the UK GDPR are applied. The Approved AI Tools are not used to make such decisions; their use is subject to the human oversight in condition 11A.5.

11.9 Cambition may update Schedule 3 (including the sub-processor table) on not less than 30 days' written notice to reflect a change of sub-processor, hosting location or law, provided the update gives the Client no less protection. A sub-processor change is also subject to condition 11.7. Any other change to this condition 11 requires a variation under condition 17.2.

11.10 International transfers. Cambition shall not make, or permit a sub-processor to make, a restricted transfer of Personal Data outside the United Kingdom unless: (a) the transfer is to a country, territory or sector covered by UK adequacy regulations (including, for a recipient in the United States certified under it, the UK Extension to the EU-US Data Privacy Framework (the UK-US data bridge)); or (b) the transfer meets the data protection test in UK law and is covered by an appropriate safeguard, namely the UK International Data Transfer Agreement (IDTA), the UK Addendum to the EU Standard Contractual Clauses, or another mechanism approved under Data Protection Legislation. Cambition shall keep a record of the safeguard used for each transfer and of its assessment of the data protection test, and shall give the Client a summary on request (commercially sensitive terms may be removed). The transfers that Cambition currently makes are listed in paragraphs 3.7 and 3.9 of Schedule 3.

11.11 Personal Data Breach. Cambition shall notify the Client without undue delay after becoming aware of a Personal Data Breach affecting Client Personal Data. The notice shall include, so far as then known: (a) the nature of the breach, including the categories and approximate number of data subjects and records concerned; (b) the likely consequences; (c) the measures taken or proposed to address the breach and mitigate its effects; and (d) a contact point at Cambition. Where not all information is available at once, Cambition shall provide it in phases without undue further delay. Cambition shall co-operate with the Client and take reasonable steps to contain and investigate the breach. Cambition shall not notify the Information Commission or affected data subjects on the Client's behalf unless the Client instructs it to or the law requires it. Notification is not an admission of fault or liability.

11.12 Audit and inspection. In addition to the information made available under condition 11.5(e), the Client (or an independent auditor appointed by the Client who is not a competitor of Cambition and is bound by confidentiality) may audit and inspect Cambition's compliance with this condition 11, including by inspecting relevant premises, systems, records and Personnel, on giving not less than 30 days' written notice. Audits shall take place during Normal Business Hours, no more than once in any 12-month period (except after a Personal Data Breach or where the Information Commission or another competent authority requires it), and in a way that minimises disruption to Cambition's business and protects the confidentiality of other clients' data. Cambition may first offer documents (such as policies, records of processing, certificates it holds and sub-processor audit reports) and the Client shall consider in good faith whether they are sufficient. For sub-processors, Cambition shall make available the audit reports and certifications the sub-processor provides. The Client shall pay for the time Cambition's Personnel spend preparing for and supporting an audit or inspection, at the rates in the Particulars, and each party otherwise bears its own costs.

11.13 Return and deletion. On termination or expiry of the relevant Service, Cambition shall, at the Client's written choice, return Client Personal Data in a commonly used format or delete it, within the period in paragraph 3.12 of Schedule 3, unless UK law requires it to be kept. Copies in routine backups shall be deleted as those backups expire under their normal retention cycle and shall be kept confidential and not actively processed in the meantime.

11.14 Records and co-operation. Cambition shall keep a record of processing activities carried out on the Client's behalf as required by Article 30(2) of the UK GDPR and shall co-operate, on request, with the Information Commission in the performance of its tasks.

11.15 Data protection contact. Cambition's data protection lead is Jamie Stuart, Managing Director, who can be contacted at ambitious@cambition.co.uk or on 01223 656 156. Cambition has not appointed a formal data protection officer because the law does not require it to.

11A. Artificial intelligence tools

11A.1 Which tools. The only generative artificial intelligence tools Cambition uses with Client Data are the Approved AI Tools: Grok (xAI's Grok Business, Grok Enterprise or the xAI API, provided by X.AI LLC) and Grok Bot (AI assistants operated by Cambition using xAI models and running on infrastructure provided by Anysphere, Inc.). Cambition shall not use any other generative AI system with Client Data without the Client's prior written consent. This does not apply to machine-learning or AI features built into a Third Party Service the Client has ordered (for example SentinelOne threat detection), which are governed by the Vendor Terms and condition 11B.

11A.2 What the Approved AI Tools do. Grok Bot assistants act on Cambition's behalf and may, within the limits in conditions 11A.3 to 11A.5: (a) triage, categorise and summarise tickets, and suggest responses; (b) read and update records in the Cambition Portal; (c) carry out administrative tasks in the Client's

Microsoft 365 tenant through the GDAP roles the Client has approved, and in Azure through Azure Lighthouse where that is on the Particulars; (d) carry out monitoring, patching and security actions in N-central and SentinelOne; (e) draft (but not send) emails and other messages to the Client; (f) prepare Device Health Reports; (g) carry out bookkeeping in Cambition's own Xero accounts, which include the Client's billing details; (h) make changes to Cambition's website; and (i) prepare code changes to the Cambition Portal, which are reviewed by a separate testing Grok Bot and released only with human approval.

11A.3 What data they may access. The Approved AI Tools may access Client Data only to the extent necessary to perform the Services and administer the Client's account, and for the same purposes as Cambition's Personnel. That may include: ticket content (including emails the Client sends to Cambition's ticket address) and attachments; Cambition Portal records; Microsoft 365 and Azure tenant, directory, user, licence, configuration and audit-log data available through GDAP or Azure Lighthouse; device, patch and security data from N-central and SentinelOne; and billing data. Cambition does not allow the Approved AI Tools, or any other AI application, to read the content of the Client's mailboxes. The only application Cambition authorises to access mailbox content is Acronis Cloud Backup, which uses the Microsoft Graph Mail.ReadWrite permission solely to back up and restore mailboxes where Microsoft 365 backup is on the Particulars. Cambition shall not store Client credentials in Grok Bot except where reasonably necessary to perform the Services, and then only with access control, least-privilege permissions and logging.

11A.4 No training on Client Data. Cambition shall: (a) use only a business, enterprise or API tier of the Approved AI Tools whose provider terms prohibit training on customer content, and shall not use a consumer or personal account (including Grok on X or a personal SuperGrok account) with Client Data; (b) enable Privacy Mode, or the equivalent no-training setting, on Grok Bot and keep it enabled; (c) not accept provider credits or any other benefit in exchange for permitting training on Client Data; and (d) not itself, and contractually require the providers of the Approved AI Tools not to, use Client Data to train, fine-tune or otherwise improve any foundation model or general-purpose AI model, use Client Data to develop or improve products or services offered to third parties, or retain Client Data for any purpose other than providing the Services and related administration, security, abuse-monitoring and support, except where the law requires retention.

11A.5 Human oversight. Cambition's Personnel supervise the Approved AI Tools. A named member of Cambition's Personnel (the Managing Director or an authorised engineer) must review and approve, before it takes effect: (a) any action that is irreversible or cannot readily be undone, including deleting users, mailboxes, data, devices or backups; (b) any action with legal effect, including agreeing or varying contract terms; (c) any financial action, including placing or cancelling orders, changing licence quantities, issuing credits or making payments; and (d) the release of code changes to the Cambition Portal. Emails and other messages to the Client or third parties are sent by Cambition's Personnel, not by the Approved AI Tools. On reasonable request, Cambition shall give the Client information about actions taken by the Approved AI Tools in the Client's systems.

11A.6 Retention. The providers' retention periods are in paragraph 3.13 of Schedule 3. Grok Bot may keep files, session state and memory relating to the Client in its hosted environment for the life of the Agreement, only for the purpose of performing the Services, and shall delete them within 90 days after the Agreement ends, unless the law requires them to be kept.

11A.7 International transfers. X.AI LLC and Anysphere, Inc. process Personal Data in the United States. Each transfer is a restricted transfer under condition 11.10 and is made under the UK IDTA or the UK Addendum to the EU Standard Contractual Clauses incorporated into that provider's data processing terms, after Cambition has assessed the data protection test.

11A.8 Responsibility. Outputs of the Approved AI Tools are assistive. Cambition remains responsible to the Client for acts and omissions of the Approved AI Tools as if they were carried out by its own Personnel, and the limits in condition 12 apply in the same way.

11A.9 X.AI LLC and Anysphere, Inc. are sub-processors under condition 11.7 and are listed in Schedule 3.

11A.10 Transparency. On request, Cambition shall tell the Client which Approved AI Tools are used on its account and for what. The Client may, by written notice at any time and at no extra cost, ask Cambition not to use the Approved AI Tools on its account, or not to give Grok Bot access to its Microsoft 365 tenant or other systems. Cambition's Personnel shall then carry out that work manually. Manual handling may mean that some requests take longer to respond to or complete, and the targets in Schedule 2 continue to apply.

11A.11 Client use of AI. The Client shall not enter Cambition's Confidential Information, or credentials Cambition provides, into a publicly available or consumer-tier AI service. The Client's own choice of AI tools for its own business is the Client's decision as controller. AI and automation projects that Cambition delivers for the Client are governed by the Particulars and paragraph 4.8 of Schedule 4.

11A.12 This condition 11A does not limit conditions 10 or 11.

11B. Monitoring, security, backup and file-access tools

11B.1 To provide the Services, Cambition may install and operate monitoring, security, backup and file-access software on devices, tenants and systems covered by the Particulars. This includes N-able N-central (hosted by N-able, not on Cambition's own servers), the SentinelOne endpoint agent that forms part of Cambition's EDR service, Bitdefender, Acronis (including Microsoft 365 backup), Exclaimer and Gladinet CentreStack, where those Products are on the Particulars.

11B.2 The Client authorises that installation and operation. Those tools may collect the device, security, backup, directory and file data described in Schedule 3. Cambition uses that data for the same administrative and protective purposes as access by its Personnel, and to produce Device Health Reports.

11B.3 The Client shall not remove, disable or interfere with those tools while the relevant Services are live, and shall obtain any consent it needs from, and give any notice required to, its own Personnel. Cambition is not responsible for incidents or failures that result from a tool being removed, disabled or blocked by the Client.

11B.4 SentinelOne uses endpoint telemetry to detect attacks and to improve detection. That is part of how the EDR Product works under SentinelOne's terms and is not limited by condition 11A.

11B.5 CentreStack Online is hosted by Gladinet, Inc. on Amazon Web Services in the United States. Files the Client stores on that platform are processed in the United States under condition 11.10 and Schedule 3.

11B.6 Acronis Microsoft 365 backup uses the Microsoft Graph Mail.ReadWrite permission solely to back up and restore mailbox content. It does not use AI to read mailbox content on Cambition's behalf.

11B.7 N-able, SentinelOne, Bitdefender, Acronis, Exclaimer and Gladinet are sub-processors under condition 11.7 where the relevant Product is on the Particulars.

11B.8 This condition 11B does not limit conditions 10 or 11.

Schedule 3 — Data protection statement

A. Roles

3.1 For Personal Data processed in providing the Services, the Client is the controller, Cambition is the processor, and the persons listed in paragraph E are sub-processors.

3.2 Where Cambition processes Personal Data to run its own business (account management, invoicing and accounts in Xero, its own staff and payroll, and business-to-business marketing), Cambition is the controller and its Privacy and Cookie Notice at https://cambition.co.uk/privacy/ applies. Xero is Cambition's own supplier for that purpose and not a sub-processor of Client Personal Data.

B. Purpose

3.3 Cambition processes Personal Data only to: (a) provide, administer, support, secure and bill the Services; (b) operate the tools in condition 11B and produce Device Health Reports; (c) provision and manage Third Party Services, including through Microsoft Partner Center and GDAP; (d) operate the Approved AI Tools under condition 11A; (e) host the Client's websites and telephony where those Products are on the Particulars; (f) comply with UK law; and (g) exercise or defend legal claims. Cambition shall not sell Personal Data or use it for its own marketing.

C. Types of Personal Data

3.4 Depending on the Products on the Particulars, Personal Data may include: identity and contact data; billing data; tickets (including emails sent to Cambition's ticket address), attachments and diagnostic logs held in the Cambition Portal; Microsoft 365 and Azure identity, user, licence, group, configuration, sign-in and audit-log data accessed through GDAP or Azure Lighthouse; Microsoft mailbox and file content held in the Client's tenant; N-central device inventory, health, patch status, remote-session metadata and device usernames; SentinelOne process names, file hashes, command lines, network metadata, detections and rollback events; Bitdefender endpoint and threat telemetry; Acronis backup content and metadata, including Microsoft 365 mailbox content where Microsoft 365 backup is on the Particulars; CentreStack files, folders, permissions and access logs; Exclaimer directory attributes and email in transit where signatures are applied server-side; website files, databases, form submissions and server logs on Cambition's hosting servers; VoIP One extension and user details, phone numbers, call detail records, voicemail and, where enabled, call recordings; Device Health Report data; and, for the Approved AI Tools, the data described in condition 11A.3.

3.5 Cambition does not seek special category or criminal-offence data. If the Client stores such data in a mailbox, file, backup, website, call recording or ticket, the decision to do so is the Client's as controller, and the Client should tell Cambition if it requires additional safeguards.

D. Data subjects

3.6 Personnel and users of the Client; the Client's Customers who use the Software; contacts in the Client's directories, mailboxes, files and tickets; individuals who use a monitored or backed-up device; visitors to websites Cambition hosts for the Client; and callers to and from the Client's VoIP One service.

E. Sub-processors

3.7 Cambition may use the sub-processors below, but only where the relevant Product is on the Particulars, except X.AI LLC and Anysphere, Inc., which Cambition uses to administer the Services for all Clients. The live list is published at https://cambition.co.uk/sub-processors/ and is kept consistent with this table. Changes are made under conditions 11.7 and 11.9. If the live list and this table differ, the live list as updated under condition 11.7 prevails.

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Sub-processor	Role	Personal Data	Location	Transfer safeguard	Applies when
Relevant Giacom Group company, 41 Lothbury, London EC2R 7HF	Cloud Market provisioning and billing	Account, order, tenant and billing data	United Kingdom (Ireland if a Giacom Ireland entity is used)	None needed (UK); UK adequacy for Ireland	Any Giacom-supplied Product is on the Particulars
Microsoft Ireland Operations Limited / Microsoft Corporation	Microsoft 365, Exchange Online, Azure (including Azure Plan); Partner Center and GDAP administration	Identity, mailbox, file, tenant and cloud-service data	UK / EEA as provisioned; other Microsoft regions as configured	Microsoft's Data Protection Addendum	Microsoft is on the Particulars
Exclaimer Limited	Email signatures	Directory attributes; email in transit if server-side	Azure region selected at provision	Exclaimer's data processing terms	Exclaimer is on the Particulars
Bitdefender SRL	Endpoint / email security (via Giacom)	Endpoint and threat telemetry	Vendor data centre region for the Product; details on request	Bitdefender's data processing terms	Bitdefender is on the Particulars
Acronis International GmbH	Backup (via Giacom), including Microsoft 365 backup using Graph Mail.ReadWrite for backup and restore only	Backup content (including mailbox content) and metadata	Vendor data centre region for the Product; details on request	Acronis's data processing terms	Acronis is on the Particulars
N-able Technologies Ltd and N-able Solutions ULC	N-central RMM hosted by N-able on AWS (not a Cambition server); SentinelOne bolt-on supply	Device inventory, health, patch status, remote-session metadata, device usernames	N-able hosted cloud on Amazon Web Services; region details on request	N-able's data processing terms	Managed monitoring or EDR is on the Particulars
SentinelOne, Inc.	EDR (EU Central 1 console)	Endpoint threat telemetry	European Union (Frankfurt, AWS eu-central-1)	UK adequacy regulations for the EEA; SentinelOne's own safeguards for group support	EDR is on the Particulars
Gladinet, Inc. (on Amazon Web Services)	CentreStack Online hosted file access	Files, folders, permissions, access logs	United States (AWS US data centre)	UK IDTA or UK Addendum	CentreStack Online is on the Particulars
Microsoft Ireland Operations Limited / Microsoft Corporation (Microsoft Azure)	Infrastructure for website hosting: Cambition-managed Azure virtual machine running Cambition's WHM/cPanel server	Website files, databases, form submissions, server logs	United Kingdom (Microsoft Azure UK datacentre)	None needed (UK); Microsoft's Data Protection Addendum	Website hosting is on the Particulars
Hosting and telephone-network (carrier) providers for VoIP One (names available on request)	VoIP One hosted telephony (PortSIP software platform)	Extensions, numbers, call detail records, voicemail, call recordings where enabled	Details on request	Under that provider's data processing terms; any restricted transfer under condition 11.10	VoIP One is on the Particulars

Sub-processor	Role	Personal Data	Location	Transfer safeguard	Applies when
Hosting infrastructure provider for the Cambition Portal (crm.cambition.co.uk) (name available on request)	Cambition Portal (CRM, customer portal and ticketing)	Contacts, tickets, attachments, Device Health Reports	Details on request	Under that provider's data processing terms; any restricted transfer under condition 11.10	All Clients
X.AI LLC	Grok, used by Cambition to administer the Services (condition 11A)	Data described in condition 11A.3	United States	UK IDTA or UK Addendum	All Clients
Anysphere, Inc. (Cursor)	Grok Bot infrastructure (condition 11A)	As for X.AI LLC, plus Grok Bot files, session state and memory	United States	UK IDTA or UK Addendum	All Clients

3.8 Cambition shall impose written terms on each sub-processor that give no less protection than this Schedule and remains responsible to the Client for that processing.

F. International transfers

3.9 Personal Data processed by Gladinet, Inc., X.AI LLC and Anysphere, Inc. is processed in the United States. These are restricted transfers. They take place only where necessary for CentreStack Online or the Approved AI Tools, where the data protection test is met and under the UK IDTA or the UK Addendum to the EU Standard Contractual Clauses (or UK adequacy regulations where the recipient is certified under the UK-US data bridge), as set out in condition 11.10. Microsoft and other vendors may make transfers under their own data processing terms where the Client's configuration or the vendor's support model requires it.

3.10 Personal Data processed by SentinelOne for Cambition's EDR service is hosted at rest in the European Union (EU Central 1). A transfer from the United Kingdom to the EEA is not a restricted transfer while UK adequacy regulations for the EEA remain in force. SentinelOne is a US company and group support may involve affiliates outside the EU under SentinelOne's own transfer safeguards.

3.11 Cambition does not represent that Personal Data processed by CentreStack Online or by the Approved AI Tools remains in the United Kingdom.

G. Duration

3.12 Cambition processes Personal Data for the Term and then, at the Client's choice, deletes or returns it within 90 days after termination, except where UK law requires retention or a copy must be kept to establish or defend a legal claim.

3.13 Vendor retention follows that vendor's terms. Under xAI's enterprise and API terms, inputs and outputs are currently deleted within 30 days unless Zero Data Retention is enabled. Grok Bot retains files and session state only as set out in condition 11A.6. CentreStack files remain until the Client or Cambition deletes them or the tenant is closed. Backup data is kept for the retention period set for the Client's backup plan.

H. Instructions and security

3.14 This Schedule, conditions 11, 11A and 11B, the Particulars and tickets raised by the Client's authorised contacts are documented instructions.

3.15 Cambition shall maintain technical and organisational measures appropriate to the Services, including: encryption in transit, and at rest where the platform supports it; multi-factor authentication for all administrative access, including GDAP and Azure Lighthouse access; least-privilege, role-based and time-limited delegated access; logging of administrative actions; timely patching of systems Cambition operates; separation of duties for code changes (a separate testing Grok Bot and human approval before release); and and human approval of the actions listed in condition 11A.5.

3.16 Personal Data Breaches are notified under condition 11.11. Audits and inspections take place under condition 11.12.