

Fictional exchange. Companies, people, operational inputs, interviews and reviews are invented. Updated 15 September 2026. Listed attachments are rendered pages in this PDF, not native downloadable files.

Recommendation: renegotiate QuillRail Group; do not accept the current contract

FROM IQ256 | iq256.com/contact
TO Elena Quistmark, CEO, BrackenForge Systems <elena.quistmark@brackenforge.example>
DATE 14 October 2025, 15:40 CEST

Hi Elena,

Do not sign the contract as written. Offer one final structure that turns the work into reusable product capability. The four headline terms are opening asks. Accept only if every Minimum in the attached Negotiation conditions workbook is met and no Walk away condition applies.

The headline EUR 1.8M is not the decision. The decision is whether QuillRail finances a rail-ready BrackenForge product or BrackenForge finances a private product for one customer.

If every listed Minimum is met and no Walk away condition applies, take the deal. Otherwise do not sign; renegotiate or decline. IQ256

ATTACHMENTS (3)

- **IQ256_QuillRail_Rail_decision_review.pdf**
Renegotiate from four opening asks.

01
- **negotiation_conditions.xlsx**
Commercial, delivery, and product red lines

02
- **proposed_reply_to_QuillRail.docx**
Fictional draft for Elena Quistmark | Not sent

03

QuillRail Group decision review

Renegotiate from four opening asks.

Fictional worked example: scenario inputs, calculations and proposed actions.

RECOMMENDATION

Do not sign the current contract. Offer one final structure that finances reusable product capability.

Four opening asks

1. At least EUR 360k implementation payment; ask for EUR 420k.
2. One shared product branch with no customer-specific fork.
3. Integrations delivered in three gates; only the first four are required for initial production.
4. The 99.95% SLA begins after a 90-day stability period.

DECISION RULE

These four terms are opening asks, not the acceptance test. Accept only if every Minimum in the attached Negotiation conditions workbook is met and no Walk away condition applies.

The headline EUR 1.8M is not the decision. The decision is whether QuillRail finances a rail-ready BrackenForge product or BrackenForge finances a private product for one customer.

What makes the current deal fail

Decision estimate	Current contract	Revised: EUR 420k ask	Revised: EUR 360k floor
Contract revenue	EUR 1.74M	EUR 2.04M	EUR 1.98M
Direct delivery and support	EUR 670k	EUR 760k	EUR 760k
Roadmap opportunity cost	EUR 700k	EUR 210k	EUR 210k
Reliability and hosting reserve	EUR 231k	EUR 170k	EUR 170k
Expected reuse value	EUR 90k	EUR 520k	EUR 520k
Contribution before unresolved reserve	EUR 229k	EUR 1.420M	EUR 1.360M
If EUR 220k reserve is additional	EUR 9k	EUR 1.200M	EUR 1.140M

Reuse value is not booked revenue; it models avoided build cost and weighted enablement of the disclosed rail pipeline. Inclusion of the EUR 220k integration-maintenance reserve in direct delivery/support has not been established from the reviewed material. The final row is a conditional sensitivity only: subtract EUR 220k if it is additional, and do not subtract it again if already included. These are decision estimates, not accounting forecasts.

The opening-scope comparison uses EUR 420k implementation revenue; accepting the EUR 360k floor reduces revenue and contribution by EUR 60k before the unresolved reserve. Reconcile the reserve allocation and all final scope costs before CFO and board approval.

GOVERNING CONSTRAINT

BrackenForge can build the requested system, but cannot afford to build it privately for one customer.

IQ256_QuillRail_Rail_decision_review.pdf

Strongest case for each option

Option	Best case	Adjudication
Accept as written	Fast marquee logo and EUR 600k annual revenue	Rejected: reference rights are verbal and opportunity cost is omitted
Decline now	Protect roadmap and avoid concentration	Keep as fallback if customer rejects boundaries
Renegotiate	Convert custom work into financed product expansion	Recommended because implementation and sequencing remain negotiable

Minority view

Simulated voice: Accept as written to secure the reference before a competitor does.

We reject this view because reference rights are not contractual and eight integrations have no demonstrated reuse. A promised logo should not be priced as certain value.

Risks, controls, and reversal evidence

Risk	Control
Payment accepted but governance creates a de facto fork	Architecture appendix requiring one product branch and standard APIs
Initial integrations exceed capacity	P90 delivery plan before signature
Rail reuse is weaker than Sales expects	Written reference rights and gate-one review

What changes the answer

- Reopen the negotiation if validated effort falls below 24 person-months and written reference rights are granted; acceptance still requires every Minimum in the attached Negotiation conditions workbook and no Walk away condition.
- Decline without more negotiation if all eleven integrations are required before first value.
- Decline if QuillRail rejects a separate implementation payment or requires a product fork.

Unresolved

- Counsel must confirm the architecture appendix and escrow limits.
- Security audit effort is not yet estimated.
- The existing rail pipeline has not yet proven that eight customer-specific integrations are reusable.
- Inclusion of the EUR 220k maintenance reserve in existing cost lines has not been established; reconcile its allocation before signing.

IQ256_QuillRail_Rail_decision_review.pdf

Delivery record and remaining work

This fictional assignment is complete when the agreed review and documents are delivered and checked. Its business recommendations and future execution are separate from that completion.

Agreement	Boundary in this example
Delegated work	Review the proposed contract, test contribution and capacity, prepare negotiation conditions and draft a reply.
Work illustrated as delivered	A trade-off review, conditional financial comparison, negotiation workbook rendering and prepared reply. The reply is a fictional draft and has not been sent.
Completion checks	Distinguish opening ask from minimum; reconcile conditional reserve sensitivities; retain every acceptance gate and identify unconfirmed costs.
Authority retained by customer	Elena retains acceptance, sending, negotiation commitments and signature. IQ256 can recommend a preferred route without taking that decision. External communication requires separate authority.
Remaining checks	Reconcile the EUR 220k reserve allocation; confirm P90 capacity, counsel/escrow, security cost and final CFO/board economics before signing.
Fee and timing	Agree the review scope, price and deadline before paid work. This PDF illustrates a document assignment; the set of attachments is not automatically included in every review.
Business budget	The roughly EUR 1.8M customer contract, implementation payments and delivery budgets are fictional business figures, not an IQ256 quote.

Where human input is agreed, IQ256 selects, briefs, coordinates and pays contributors. IQ256 integrates the agreed work and performs baseline completion checks. Extra verification answers a specified additional concern. External information packets require explicit customer approval; no approval is needed for every internal step within the agreed mandate.

If scope, price, deadline, sharing or customer effort changes materially, agree the next course before exceeding the mandate. A recommendation may name one option while the customer retains the decision; permission to act or commit money is agreed separately.

Discuss a defined assignment

<https://iq256.com/contact>

Start with a short, non-confidential description. Initial human reply normally within 2-48 hours, distinct from the agreed delivery deadline.

negotiation_conditions.xlsx

Negotiation conditions

Commercial, delivery, and product red lines

Fictional worked example: scenario inputs, calculations and proposed actions.

Commercial red lines

Condition	Ask	Minimum	Walk away
Implementation	EUR 420k	EUR 360k	Below EUR 360k
Payment timing	40/40/20	40/30/30	Less than 40% at signature
Reference rights	Named case after gate 1	None; assign zero strategic-reference value if absent	Not a walk-away
Subscription	Existing offer	Existing offer	Further discount

negotiation_conditions.xlsx

Delivery and product red lines

Area	Proposed	Minimum	Walk away
Architecture	One product branch	Shared core + adapters	Separate fork
Initial go-live	4 integrations	Maximum 5	All 11
Remaining work	Gates 2 and 3	Contracted sequence	Same deadline as gate 1
SLA start / premium	After 90 days; EUR 90k/year if immediate	After 60 days, or EUR 70k/year if earlier	Earlier than day 60 without at least EUR 70k/year
Scope review	Stop/go after gate 1	Executive review	No review right

Pre-signature acceptance checks

Check	Minimum	If unmet
Delivery	Approved P90 plan for initial production and later gates	Do not sign; revise or decline
Counsel and escrow	Counsel confirms architecture appendix and escrow limits	Do not sign; revise or decline
Security audit	Effort, cost, and capacity impact quantified in final economics	Do not sign; revise or decline
Final economics	CFO and board approve final price, capacity and contribution; reconcile the EUR 220k reserve allocation and P90, security, escrow and reference-rights adjustments	Do not sign; revise or decline

Negotiation order

1. Architecture and delivery gates.
2. Implementation price and payment timing.
3. SLA start and reliability premium.
4. Written reference rights.

proposed_reply_to_QuillRail.docx

Draft reply to QuillRail Group

Fictional draft for Elena Quistmark | Not sent

Fictional worked example: scenario inputs, calculations and proposed actions.

FICTITIONAL DRAFT - NOT SENT

Prepared wording is a deliverable. Elena retains the decision about accepting terms, sending this reply and making any commitment.

Thank you for the trust behind this proposal. BrackenForge wants to make QuillRail Group successful, and we are prepared to prioritize a rail-ready product plan.

We cannot accept the current structure because it combines a standard subscription with a private eleven-integration delivery obligation. We can commit under a structure that keeps one supported product for every customer:

- EUR 420k implementation program, paid 40% at signature, 40% at initial production, and 20% at the final gate.
- Initial production with four integrations, followed by two contracted delivery gates.
- One shared BrackenForge product branch with standard integration adapters.
- 99.95% SLA after 90 days, or immediately with a EUR 90k annual reliability premium.
- An executive scope review after the first production gate, before gates 2 and 3 proceed.
- Written permission for two reference calls after the first production gate.

If this structure works, we can reserve the team immediately and complete the delivery plan within ten business days. If it does not, we should say so now rather than promise a program that neither side will enjoy.

Regards, Elena Quistmark, CEO, BrackenForge Systems