



BY RICK NELSON, EDITOR-IN-CHIEF

## Be careful what you promise

In the current cartoon series on my *Dilbert* calendar, Dilbert is trying to mount a marketing campaign with limited resources. He had hoped to exploit the laziness of hapless engineer Wally, which would seem to be counterproductive, and the attractiveness of a female colleague, Yvonne, which would seem to be illegal.

In any event, things don't work out for Dilbert. Yvonne convinces him to do her work for her, Wally goes on leave, and Dilbert's left with just his wits and a pencil. (The pointy-haired boss has appropriated Dilbert's computer.)

I would have recommended that Dilbert simply write a press release about his company's "out-of-the-box integrated end-to-end solution that increases ... effectiveness." But it turns out that this claim could be problematic. As reported in the April 8 *Wall Street Journal*, "SAP AG is being sued for failing to deliver an 'out-of-the-box integrated end-to-end solution. ...'" Ben Worthen, the story's author, states "Amazingly, the meaning of these buzzwords [is] at the heart of a claim seeking more than \$100 million."

Now, marketing campaigns in which it's unclear whether the "solution" on offer is hardware, software, both, or neither have often baffled and annoyed me. And I wonder whether an end-to-end solution would be preferable to a beginning-to-end solution and whether an out-of-the-box solution can truly push the envelope. I also find paradigms perplexing, especially when they shift.

But buzzwords in our industry are unavoidable, and it behooves the target of marketing messages—or the trade-press editor through which marketers often convey these messages—

to try to determine exactly what a marketer means. For my part, I would expect any software solution—whether it's part of a paradigm shift or not and whether it's located in the box or out of the box or at the beginning, middle, or end—to have "issues." I'd be hesitant to buy a solution or write

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about one in the pages of *EDN*, without further investigation.

I have no opinion about the merits of the suit against SAP, in which the plaintiff, Waste Management Inc, argues that SAP delivered an "undeveloped, untested, and defective" product instead of "a mature 'out-of-the-box' solution with the functionality and scalability necessary to meet Waste Management's specific business requirements and transaction volumes." But it's notable that the vagueness of a phrase like "out-of-the-box solution" could lead to litigation.

Being too specific can also get business people in trouble. In an opinion piece titled "Making Business a Crime" in the April 9 *Wall Street Journal*, criminal-defense lawyer Harvey Silverglate cites statements issued by Bear Sterns, including one to the effect that "balance sheet, liquidity, and capital remain strong."

I'm not a banker, but that statement seems clear enough to me. It also turned out to be too optimistic, and, writes Silverglate, "The Department of Justice has reportedly launched a criminal investigation into these public statements, just as they have done in recent years to other professionals who have engaged in seemingly routine requirements of their job." Perhaps Bear should have announced an "out-of-the-box integrated end-to-end solution that increases ... liquidity."

If there's a lesson in all these proceedings, it's: Be clear, but be accurate. And, as Worthen at the *WSJ* points out, we might end up with a legal definition of "integrated end-to-end out-of-the-box solution." **EDN**

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