IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ALMONDNET, INC. and INTENT IQ, LLC, Plaintiffs, v. FREEWHEEL MEDIA, INC. and BEESWAX.IO CORP., Defendants.	Case No. **JURY TRIAL DEMANDED**

COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.*, in which Plaintiffs AlmondNet, Inc. and Intent IQ, LLC (collectively "Plaintiff" or "AlmondNet") makes the following allegations against Defendants FreeWheel Media, Inc. and Beeswax.io Corp. (collectively "Defendant," "Defendants," or "FreeWheel"):

INTRODUCTION AND PARTIES

1. This complaint arises from FreeWheel's unlawful infringement of the following United States patents owned by AlmondNet, Inc. and Intent IQ, LLC (collectively, "AlmondNet"), each of which generally relate to novel internet / network based advertising systems and methods: United States Patent Nos. 8,775,249, 7,861,260, 7,979,307, and 11,564,015 (collectively, the "Asserted Patents"). AlmondNet owns all right, title, and interest in each of the Asserted Patents to file this case.

2. AlmondNet, Inc. is a corporation organized and existing under the laws of the state

of Delaware, having its place of business at 37-18 Northern Blvd. Suite 404, Long Island City, NY, 11101. Intent IQ, LLC is a Delaware limited liability company, having its place of business at 37-18 Northern Blvd. Suite 404, Long Island City, NY, 11101. AlmondNet, Inc. and Intent IQ, LLC are collectively referred herein as "AlmondNet." Established in 1998, AlmondNet is an industry leader and pioneer in privacy-friendly, targeted advertising. AlmondNet has developed an extensive suite of industry-leading targeted advertising solutions and products, is focused on R&D and the licensing of its extensive portfolio of enabling technology and intellectual property covering numerous areas of the targeting landscape and ecosystem, including profile based bidding, behavioral targeting, online and offline data monetization, addressable advertising, and multi-platform advertising.

3. FreeWheel Media, Inc. is a corporation organized under the laws of the state of Delaware, with its principal place of business at 1407 Broadway, 12th floor, New York, NY 10018. FreeWheel Media, Inc. may be served via its Delaware registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

4. Beeswax.io Corp. is a corporation organized under the laws of the state of Delaware, with its principal place of business at 1407 Broadway, New York, NY 10018. Beeswax.io Corp. may be served via its Delaware registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. On information and belief, FreeWheel Media, Inc. acquired Beeswax.io Corp. in 2021.

JURISDICTION AND VENUE

5. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Defendants in this action because Defendants have committed acts within this District giving rise to this action, and have established minimum contacts with this forum such that the exercise of jurisdiction over Defendants would not offend traditional notions of fair play and substantial justice. Defendants, directly and through subsidiaries or intermediaries, have committed and continue to commit acts of infringement in this District by, among other things, importing, offering to sell, and selling products that infringe the Asserted Patents.

7. Venue is proper in this District, at least because Defendants are incorporated under the laws of the state of Delaware.

FACTUAL ALLEGATIONS

8. AlmondNet placed Defendants on notice of the Asserted Patents.

9. On July 24, 2019, AlmondNet sent a communication to Beeswax.io Corp. identifying how Beeswax infringes numerous patents in AlmondNet's portfolio, and explaining how Beeswax could contact AlmondNet to discuss licensing AlmondNet's patent portfolio. No resolution was reached was reached as a result of this communication.

10. On October 25, 2019, AlmondNet sent another communication to Beeswax again indicating that Beeswax infringes numerous patents in AlmondNet's portfolio, including the Asserted Patents, and again explaining how Beeswax could contact AlmondNet to discuss licensing that portfolio. Again, no resolution was reached.

11. FreeWheel Media, Inc. subsequently acquired Beeswax.io Corp. in 2021.

12. FreeWheel Media, Inc. was further put on notice of AlmondNet's patent portfolio, including the Asserted Patents, at least as a result of discussions between AlmondNet and Freewheel Media, Inc. in 2018 regarding AlmondNet's cross-device advertising technology,

during which AlmondNet put FreeWheel Media Inc. on notice of AlmondNet's patent portfolio.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 8,775,249

13. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

14. AlmondNet owns all rights, title, and interest in U.S. Patent No. 8,775,249, titled "method, computer system, and stored program for accumulating descriptive profile data along with source information for use in targeting third-party advertisements," issued on July 8, 2014 ("the '249 patent"). A true and correct copy of the '249 patent is attached as Exhibit 1.

15. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products and/or services ("Accused Instrumentalities"), such as, e.g., FreeWheel's advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the '249 patent.

16. The infringement of the '249 patent is also attributable to Defendant. Defendant and/or users of the Accused Instrumentalities directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the '249 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

17. Defendant's infringement has been and is willful. Defendant knew of, or was willfully blind to, the '249 patent and that the Accused Instrumentalities infringed it long before this suit was filed. For example, AlmondNet and Defendant communicated, e.g., in the 2018-2019 time frame, regarding AlmondNet's patent portfolio and Defendant's infringement of it. In these discussions, AlmondNet notified Defendant of the '249 patent at least as early as July 24, 2019.

Despite Defendant's knowledge of or willful blindness to the '249 patent as a result of the 2018-2019 communications as well as the filing of this complaint, Defendant continued and still continues to infringe the '249 patent. In doing so, Defendant knew, or should have known, that its conduct amounted to infringement of the '249 patent. Accordingly, Defendant is liable for willful infringement.

18. Defendant also knowingly and intentionally induces infringement of claims of the '249 patent in violation of 35 U.S.C. § 271(b). Defendant has had knowledge of, or was willfully blind to, the '249 patent and the infringing nature of the Accused Instrumentalities at least as early as July 24, 2019 when it received AlmondNet's communication identifying the '249 patent and explaining that Defendant infringes numerous patents in AlmondNet's portfolio, as set forth above. Despite this knowledge of or willful blindness to the '249 patent as a result of the 2018-2019 communications as well as the filing of this complaint, Defendant continued and still continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities in ways that directly infringe the '249 patent. Defendant did and does so intending that its customers and end users will commit these infringing acts. Defendant also continued and still continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge of the '249 patent, thereby specifically intending for and inducing its customers to infringe the '249 patent through the customers' normal and customary use of the Accused Instrumentalities.

19. Defendant has also infringed, and continues to infringe, claims of the '249 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the

patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the ’249 patent, in violation of 35 U.S.C. § 271(c).

20. The Accused Instrumentalities satisfy all claim limitations of claims of the ’249 patent. A claim chart comparing an independent claim of the ’249 patent to representative Accused Instrumentalities is attached as Exhibit 2, which is hereby incorporated by reference in its entirety.

21. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the ’249 patent pursuant to 35 U.S.C. § 271.

22. As a result of Defendant’s infringement of the ’249 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant’s infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 7,861,260

23. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

24. AlmondNet owns all rights, title, and interest in U.S. Patent No. 7,861,260, titled “targeted television advertisements based on online behavior,” issued on December 28, 2010 (“the ’260 patent”). A true and correct copy of the ’260 patent is attached as Exhibit 3.

25. On information and belief, Defendant makes, uses, offers for sale, sells, and/or

imports certain products and/or services ("Accused Instrumentalities"), such as, e.g., FreeWheel's advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the '260 patent.

26. The infringement of the '260 patent is also attributable to Defendant. Defendant and/or users of the Accused Instrumentalities directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the '260 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

27. Defendant's infringement has been and is willful. Defendant knew of, or was willfully blind to, the '260 patent and that the Accused Instrumentalities infringed it long before this suit was filed. For example, AlmondNet and Defendant communicated, e.g., in the 2018-2019 timeframe, regarding AlmondNet's patent portfolio and Defendant's infringement of it. In these discussions, AlmondNet notified Defendant of the '260 patent as well as U.S. Patent No. 8,677,398 ("the '398 patent"), which is in the same patent family as the '260 patent, at least as early as July 24, 2019. Despite Defendant's knowledge of the '260 patent, Defendant continues to infringe. In doing so, Defendant knew, or should have known, that its conduct amounted to infringement of the '260 patent. Accordingly, Defendant is liable for willful infringement.

28. Defendant also knowingly and intentionally induces infringement of claims of the '260 patent in violation of 35 U.S.C. § 271(b). Defendant has had knowledge of, or was willfully blind to, the '260 patent and the infringing nature of the Accused Instrumentalities at least as early as July 24, 2019 when it received AlmondNet's communication identifying the '260 patent (and another patent in the same family, the '398 patent) and explaining that Defendant infringes numerous patents in AlmondNet's portfolio, as set forth above. Despite this knowledge of or

willful blindness to the ’260 patent, Defendant continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities in ways that directly infringe the ’260 patent. Defendant does so intending that its customers and end users will commit these infringing acts. Defendant also continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge of the ’260 patent, thereby specifically intending for and inducing its customers to infringe the ’260 patent through the customers’ normal and customary use of the Accused Instrumentalities.

29. Defendant has also infringed, and continues to infringe, claims of the ’260 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the ’260 patent, in violation of 35 U.S.C. § 271(c).

30. The Accused Instrumentalities satisfy all claim limitations of claims of the ’260 patent. A claim chart comparing an independent claim of the ’260 patent to representative Accused Instrumentalities is attached as Exhibit 4, which is hereby incorporated by reference in its entirety.

31. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the ’260 patent pursuant to 35 U.S.C. § 271.

32. As a result of Defendant’s infringement of the ’260 patent, AlmondNet is entitled

to monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

33. Defendant's infringing activities have injured and will continue to injure AlmondNet, unless and until this Court enters an injunction prohibiting further infringement of the '260 patent, and, specifically, enjoining further manufacture, use, sale, importation, and/or offers for sale that come within the scope of the patent claims.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 7,979,307

34. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

35. AlmondNet owns all rights, title, and interest in U.S. Patent No. 7,979,307, titled "method and stored program for accumulating descriptive profile data along with source information for use in targeting third-party advertisements," issued on July 12, 2011 ("the '307 patent"). A true and correct copy of the '307 patent is attached as Exhibit 5.

36. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products and/or services ("Accused Instrumentalities"), such as, e.g., FreeWheel's advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the '307 patent.

37. The infringement of the '307 patent is also attributable to Defendant. Defendant and/or users of the Accused Instrumentalities directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the '307 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the

infringement.

38. Defendant's infringement has been and is willful. Defendant knew of, or was willfully blind to, the '307 patent and that the Accused Instrumentalities infringed it long before this suit was filed. For example, AlmondNet and Defendant communicated, e.g., in the 2018-2019 time frame, regarding AlmondNet's patent portfolio and Defendant's infringement of it. In these discussions, AlmondNet notified Defendant of the '307 patent at least as early as July 24, 2019. Despite Defendant's knowledge of or willful blindness to the '307 patent as a result of the 2018-2019 communications as well as the filing of this complaint, Defendant continued and still continues to infringe the '307 patent. In doing so, Defendant knew, or should have known, that its conduct amounted to infringement of the '307 patent. Accordingly, Defendant is liable for willful infringement.

39. Defendant also knowingly and intentionally induces infringement of claims of the '307 patent in violation of 35 U.S.C. § 271(b). Defendant has had knowledge of, or was willfully blind to, the '307 patent and the infringing nature of the Accused Instrumentalities at least as early as July 24, 2019 when it received AlmondNet's communication identifying the '307 patent and explaining that Defendant infringes numerous patents in AlmondNet's portfolio, as set forth above. Despite this knowledge of or willful blindness to the '307 patent and AlmondNet's infringement allegations as a result of the 2019 communications as well as the filing of this complaint, Defendant continued and still continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities in ways that directly infringe the '307 patent. Defendant did and does so intending that its customers and end users will commit these infringing acts. Defendant also continued and still continues to make, use, offer for sale, sell, and/or import the Accused

Instrumentalities, despite its knowledge of the ’307 patent, thereby specifically intending for and inducing its customers to infringe the ’307 patent through the customers’ normal and customary use of the Accused Instrumentalities.

40. Defendant has also infringed, and continues to infringe, claims of the ’307 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the ’307 patent, in violation of 35 U.S.C. § 271(c).

41. The Accused Instrumentalities satisfy all claim limitations of claims of the ’307 patent. A claim chart comparing an independent claim of the ’307 patent to representative Accused Instrumentalities is attached as Exhibit 6, which is hereby incorporated by reference in its entirety.

42. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the ’307 patent pursuant to 35 U.S.C. § 271.

43. As a result of Defendant’s infringement of the ’307 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant’s infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 11,564,015

44. AlmondNet realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

45. AlmondNet owns all rights, title, and interest in U.S. Patent No. 11,564,015, titled "targeted television advertisements based on online behavior," issued on January 24, 2023 ("the '015 patent"). A true and correct copy of the '015 patent is attached as Exhibit 7.

46. On information and belief, Defendant makes, uses, offers for sale, sells, and/or imports certain products and/or services ("Accused Instrumentalities"), such as, e.g., FreeWheel's advertising platform, that directly infringe, literally and/or under the doctrine of equivalents, claims of the '015 patent.

47. The infringement of the '015 patent is also attributable to Defendant. Defendant and/or users of the Accused Instrumentalities directs and controls use of the Accused Instrumentalities to perform acts that result in infringement of the '015 patent, conditioning benefits on participation in the infringement and establishing the timing and manner of the infringement.

48. Defendant's infringement has been and is willful. Defendant knew of, or was willfully blind to, the '015 patent and that the Accused Instrumentalities infringed it long before this suit was filed. For example, AlmondNet and Defendant communicated, e.g., in the 2018-2019 time frame, regarding AlmondNet's patent portfolio and Defendant's infringement of it. In these discussions, AlmondNet notified Defendant of the '260 and '398 patents, which are both in the same patent family as the '015 patent, at least as early as July 24, 2019. Despite Defendant's knowledge of or willful blindness to the '015 patent as a result of the 2018-2019 communications as well as the filing of this complaint, Defendant continued and still continues to infringe the '015 patent. In doing so, Defendant knew, or should have known, that its conduct amounted to

infringement of the ’015 patent. Accordingly, Defendant is liable for willful infringement.

49. Defendant also knowingly and intentionally induces infringement of claims of the ’015 patent in violation of 35 U.S.C. § 271(b). As detailed above, Defendant has had knowledge of, or was willfully blind to, the ’015 patent and the infringing nature of the Accused Instrumentalities before this suit was filed. Despite this knowledge of or willful blindness to the ’015 patent, Defendant continued and still continues to actively encourage and instruct its customers and end users (for example, through user manuals and online instruction materials on its website) to use the Accused Instrumentalities in ways that directly infringe the ’015 patent. Defendant did and does so intending that its customers and end users will commit these infringing acts. Defendant also continued and still continues to make, use, offer for sale, sell, and/or import the Accused Instrumentalities, despite its knowledge of the ’015 patent, thereby specifically intending for and inducing its customers to infringe the ’015 patent through the customers’ normal and customary use of the Accused Instrumentalities.

50. Defendant has also infringed, and continues to infringe, claims of the ’015 patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the patent, and constitute a material part of the invention. Defendant has knowledge of or is willfully blind to the components in the Accused Instrumentalities being especially made or especially adapted for use in infringement of the patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. Accordingly, Defendant has been, and currently is, contributorily infringing the ’015 patent, in violation of 35 U.S.C. § 271(c).

51. The Accused Instrumentalities satisfy all claim limitations of claims of the ’015 patent. A claim chart comparing an independent claim of the ’015 patent to representative Accused

Instrumentalities is attached as Exhibit 8, which is hereby incorporated by reference in its entirety.

52. By making, using, offering for sale, selling and/or importing into the United States the Accused Instrumentalities, Defendant has injured AlmondNet and is liable for infringement of the ’015 patent pursuant to 35 U.S.C. § 271.

53. As a result of Defendant’s infringement of the ’015 patent, AlmondNet is entitled to monetary damages in an amount adequate to compensate for Defendant’s infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court.

54. Defendant’s infringing activities have injured and will continue to injure AlmondNet, unless and until this Court enters an injunction prohibiting further infringement of the ’015 patent, and, specifically, enjoining further manufacture, use, sale, importation, and/or offers for sale that come within the scope of the patent claims.

PRAYER FOR RELIEF

WHEREFORE, AlmondNet respectfully requests that this Court enter:

a. A judgment in favor of AlmondNet that Defendant has infringed, either literally and/or under the doctrine of equivalents, each of the Asserted Patents;

b. A judgment in favor of Plaintiff that Defendant has willfully infringed the Asserted Patents;

c. A permanent injunction prohibiting Defendant from further acts of infringement of the’260, and ’015 patents;

d. A judgment and order requiring Defendant to pay AlmondNet its damages, costs, expenses, and pre-judgment and post-judgment interest for Defendant’s infringement of the Asserted Patents;

e. A judgment and order requiring Defendant to provide an accounting and to pay supplemental damages to AlmondNet, including without limitation, pre-judgment and post-judgment interest;

f. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to AlmondNet its reasonable attorneys' fees against Defendant; and

g. Any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

AlmondNet, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: March 1, 2023

Respectfully submitted,

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Exhibit 4

U.S. Patent No. 7,861,260 ("'260 Patent")

Plaintiff Intent IQ, LLC provides this chart based upon public information that is presently available to it.

Claim 1	FreeWheel's Accused Instrumentalities
1[pre]. A method implemented using a programmed hardware computer system, the method comprising:	To the extent the preamble is limiting, FreeWheel's Accused Instrumentalities perform a method implemented using a programmed hardware computer system. For example, the advertising services and behavioral targeting features offered by FreeWheel through its Advertising services are implemented using a programmed hardware computer system. *See, e.g.*, the exemplary citations below and the disclosures for 1[a] and 1[b].
(a) for each of a multitude of users, with the computer system, electronically associating an online access IP address of the user and a set-top box IP address of that user based on a common IP address, wherein network traffic is routed via the common IP address to both an online user interface device and a set-top box of that user; and	FreeWheel's Accused Instrumentalities for each of a multitude of users, with the computer system, electronically associate an online access IP address of the user and a set-top box IP address of that user based on a common IP address, wherein network traffic is routed via the common IP address to both an online user interface device and a set-top box of that user. For example, FreeWheel's Accused Instrumentalities electronically associate an IP address of a computer or other device used by a user with the IP address used by a set-top box based on a common IP address (e.g., of a router) that is used to route network traffic to both the set-top box and the computer or other device. *See, e.g.*, the exemplary citations below.

2. **How We Use Your Information** Collecting your personal data helps us to better understand what you need from us. When you provide your personal data and related information about your interests, we can learn more about what types of products and services you might be most interested in so that we can present the right information to you and improve your experience of our Sites.

   When you express interest in purchasing our services, we also use personal data that we collect about you to take necessary steps at your request prior to enter into and perform a contract with you for our Services.

3. **Cookies** We use "cookies" which are files or pieces of information that may be stored on your computer (or other internet enabled devices, such as a smartphone or tablet) when you visit our Sites. We use cookies to make our Sites easier to use and to better tailor the Sites and our products to your interests and needs.

6. **Retention of Your Data** We will keep the data we hold about you for as long as we believe is necessary to provide you the information you requested or as reasonably useful for commercial purposes, unless you tell us you would like us to stop holding your data. We retain IP addresses that we have collected on behalf of our customers for a maximum of 18 months from the date of our receipt.

https://www.freewheel.com/privacy-policy

Today, Fox Corp. and FreeWheel, a Comcast company, announced a partnership to enable programmatic trading of addressable set-top box (STB) video on demand (VOD), marking what they call an industry first for a television network.

Through this partnership, Showcase offers advertisers a path to execute addressable household-level campaigns on any of its content viewed On Demand within the Comcast Xfinity footprint. This adds to the programmatic trading capabilities for the Showcase portfolio, including Tubi, the company's free AVOD platform available on Xfinity X1, Xfinity Flex and Cox Contour devices.

	https://tvnewscheck.com/business/article/fox-and-freewheel-partner-to-bring-programmatic-addressable-capabilities-to-set-top-box-video-on-demand-across-comcast-footprint/ **Cookies** Cookies are small packets of data that are stored on your computer's hard drive so that your computer will "remember" information about your visits to websites or your viewing of ads. If you do not want us or our service providers to place a cookie on your hard drive, you may be able to turn that feature off in your browser or device settings, and you may opt out here from our use of Beeswax cookies on your device. Detailed information about managing cookies on your devices is provided in our Cookie Policy. **Pixel Tags** We also use pixel tags, which are small, invisible 1x1 images on a web page. Pixel tags allow us to set, read and modify cookies when you visit the websites or apps of our partners. **Use of Cross-Device Linking** Beeswax may offer cross-device linking services to our customers. These services attempt to identify which identifiers are associated with the same user across multiple devices, such as between a desktop computer and a mobile device. To enable these services, we may, subject to the section on Onward Transfer to Third Parties, share your pseudonymised information with contracted third parties that provide cross-device linking services. For consumers who have opted-out from the use of your personal information by Beeswax, we do not share any of your information with these third parties and do not attempt to re-identify the user in any way. We do not utilize cross-device linking services when we know the user or the ad request is subject to GDPR or otherwise not permitted. To effectively opt-out of our cross-device linking services, users must opt-out on every device and browser using our opt-out methods described in the Cookies section of this policy, including in the section on Mobile Tracking. Detailed information about managing cookies and mobile tracking on your devices is provided in our Cookie Policy. https://www.beeswax.com/privacy/

	Use Cases **Targeting** You can: • Expand your campaign targeting across channels • Target CTV inventory (via IPv4) using a cookie or MAID-based audiences • Re-target users on CTV across channels **Note:** *This unlocks all segments for targeting on CTV inventory.* **Frequency Capping** You can frequency cap: • Your cross-channel campaigns • Your campaigns on the IP addresses that are known to belong to individuals and households **How it works** Here is the workflow for the enhanced Tapad and LiveRamp graphs: 1. Beeswax receives an auction. 2. Beeswax evaluates identity signals (cookies, MAIDs, CTV IFAs, and now IPv4 Addresses) against the cross-device graphs to include all IDs connected to the incoming identity signal. 3. Beeswax sends auctions to qualifying bidders. 4. Qualifying bidders evaluate line items based on the cross-device configuration per line-item. https://help.beeswax.com/article/368-tapad
(b) using user profile information derived from online activity from a first online user interface device via a first one of the online access IP addresses of the multitude of users, with the computer	FreeWheel's Accused Instrumentalities use user profile information derived from online activity from a first online user interface device via a first one of the online access IP addresses of the multitude of users, and with the computer system automatically cause a first television advertisement to be directed to a set-top box for presentation via that set-top box, selectively,

system automatically causing a first television advertisement to be directed to a set-top box for presentation via that set-top box, selectively, wherein the set-top box is indicated by the set-top box IP address associated with the first online access IP address.	wherein the set-top box is indicated by the set-top box IP address associated with the first online access IP address. For example, FreeWheel's Accused Instrumentalities use user profile information derived from online activity that occurs through a first IP address with a computer or other device to automatically cause a television advertisement to be directed to a set-top box (e.g., software associated with a Smart TV or device connected to a Smart TV) with an IP address associated with the first IP address. *See, e.g.*, the exemplary citations below. Because FreeWheel uses ad logs to track individual ad exposures, it's able to help advertisers target custom audiences at the household level across platforms, which isn't possible with what Whitticom referred to as more "historical" approaches to measuring incremental reach, such as indexing against a ZIP code. https://www.adexchanger.com/digital-tv/freewheel-is-deduping-audiences-so-advertisers-can-use-ctv-for-incremental-reach/ Today, Fox Corp. and FreeWheel, a Comcast company, announced a partnership to enable programmatic trading of addressable set-top box (STB) video on demand (VOD), marking what they call an industry first for a television network. Through this partnership, Showcase offers advertisers a path to execute addressable household-level campaigns on any of its content viewed On Demand within the Comcast Xfinity footprint. This adds to the programmatic trading capabilities for the Showcase portfolio, including Tubi, the company's free AVOD platform available on Xfinity X1, Xfinity Flex and Cox Contour devices. https://tvnewscheck.com/business/article/fox-and-freewheel-partner-to-bring-programmatic-addressable-capabilities-to-set-top-box-video-on-demand-across-comcast-footprint/

	FreeWheel, Comcast's ad-tech company, said it will begin selling commercials during set-top-box video-on-demand programming using a solution developed by Comcast Technology Solutions, another arm of the company. There is an increasing number of ad buyers and clients looking to buy commercials using data to target viewers and programmatic to automate the process. Distributors are figuring out how to automate selling ads in programming that is not delivered via internet protocol, including traditional linear channels and set-top VOD. https://www.nexttv.com/news/freewheel-offering-set-top-vod-ads-via-programmatic

	Today, Comcast Technology Solutions, a division of Comcast Cable that provides media and entertainment technology to advertisers, agencies and content providers, and FreeWheel, a Comcast Company providing global technology solutions for the future of television advertising, announced a new industry solution that will bring programmatic capabilities to premium STB VOD video inventory. The solution allows both content owners and distributors to offer advertisers access to STB VOD content, unifying it with other inventory sold programmatically across connected TV and digital video channels. The new innovation combines the ad targeting capabilities of FreeWheel's ad decision engine with the ad creative distribution capabilities of Comcast Technology Solutions' Ad Store, providing real-time, broadcast quality creative conditioning and distribution to all STB VOD MVPD end points. Creative conditioning of advertisers' video creative requires special considerations in the STB VOD advertising environment, requirements which to date have hindered the ability to offer this premium inventory programmatically. This new solution solves for these complexities with the speed required for automated bidding within FreeWheel's unified auction structure. "Video-on-demand content has skyrocketed in importance in terms of video viewership, as consumers flock to the engaged, big-screen viewing environment in their own living rooms. However, until today, it has not been possible to effectively monetize this content in the same programmatic fashion as other video inventory," said Richard Nunn, Vice President and General Manager of Advertiser Solutions at Comcast Technology Solutions. "By enabling unified programmatic auctions and seamless distribution of ad assets across all inventories including STB VOD, we are helping programmers and distributors open up new opportunities for advertisers." Through this solution, FreeWheel is one of the first technology providers to offer targeted, STB VOD inventory to agencies and advertisers via programmatic demand-side platforms. https://www.comcasttechnologysolutions.com/news/comcast-technology-solutions-and-freewheel-partner-bring-programmatic-advertising-demand

	ACR SOLUTIONS ACR solutions estimate incremental viewership by attempting to match samples of content playing on a consumer's smart TV with monitored feeds of a set of TV channels running simultaneously. While ACR solutions provide data in real time, because TVs must be turned on to be monitored, that data may represent a small portion of an entire household's actual TV viewing. For example, ACR data collected may only come from a single television in a multi-TV household, and the channels monitored may not include all locally available cable and broadcast options. These limitations make content matching and determining viewership metrics difficult and perhaps less accurate than when using set-top box (STB) data. **HOUSEHOLD MODELING** Household modeling uses set-top box, broadband-only, and third-party panel data to estimate incremental viewership. The scale offered by this combination of sources enables more accurate modeling for both in and out-of-footprint forecasting and more stable reach and ratings measurement, particularly for smaller localities. However, coverage and data providers' methodologies can vary widely from market to market. https://www.freewheel.com/wp-content/uploads/2022/09/FreeWheel_Incremental_Reach_Guide.pdf In the latest escalation of the Connected TV arms race, Comcast's FreeWheel announced their plans to acquire DSP Beeswax in an effort to bolster their streaming television advertising capabilities. Offering media buyers a "bidder-as-a-service" programmatic buying model with access to CTV inventory, Beeswax proved to be an attractive acquisition target. Commenting on the deal, FreeWheel said it was motivated by a desire to capitalize on the fast growing CTV landscape. https://mountain.com/blog/comcasts-freewheel-to-acquire-beeswax-in-major-connected-tv-move/

	How to Build Retargeting or Exclusion Segments in Web Retargeting or excluding users who have been to your website (or other pixeled website) is a common use case for Beeswax users. You can use Segment Targeting to retarget or exclude. https://help.beeswax.com/article/86-how-to-retarget-using-segments

Use Cases

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