



The ORC AxE

Answers & Explanations for the ORC License

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The ORC License provides a way for game creators to openly share the mechanics of their game and allows for downstream users to freely use, modify, and reshare adaptations of these game mechanics.

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ORC License Definitions, Philosophy, and Background

- *How does the ORC License work?*
 - The ORC License can be used by anyone to open their game up for others to use. The ORC License is game system agnostic. If you put the ORC Notice in your work, then any of your Reserved Material that you expressly dedicate to the gaming community (shown below as “Expressly Designated Licensed Material”) as well as all your game mechanics are open for others to use under the ORC License. While there are strong arguments regarding the degree to which pure game mechanics are subject to copyright, placing this notice in your work removes any doubt and makes those mechanics *expressly* available under the license terms.
 - All you have to do is put an ORC Notice in your product and you’re done. The ORC License itself is not required to be reproduced (although it may be included). The ORC Notice would typically look something like this:

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Reserved Material	Reserved Material elements in this product include, but may not be limited to: Bloodbeak, Thondor, Glamfeather, and Richard the Righteous, and all elements designated as Reserved Material under the ORC License.
Expressly Designated Licensed Material	The following elements are owned by the Licensor and would otherwise constitute Reserved Material and are hereby designated as Licensed Material: The names and historical background of the Deovian Raptor Wranglers in Chapter 3..

- *Why did you create the ORC?*
 - Roleplaying games do an amazing job of infusing protectable creative descriptions with unprotectable game rules in a way that is challenging to separate under copyright law. This complexity has had a stifling effect on creativity in our industry. We created the ORC License to be a tool that gives you the right to use an ORC licensor’s protectable game mechanics easily and confidently.
 - The ORC License grants users a license to the copyright protection that exists in this complex form of intellectual property without publishers having to hire lawyers to separate that which is copyright protected from that which isn’t. The whole point of the ORC is to give the gaming community comfort, confidence, and certainty. It gives our community a license that is not reliant on any one company.
 - The ORC License substantially reduces the threat of litigation regarding these matters, which could easily bankrupt a small publisher who is in the right and operating in good faith. This is how we create what the open-source community refers to as a virtuous cycle evolving our games to be the best they can be.
- *Why is the License so complicated?*
 - We wish it were less complicated too. We opted for simplicity wherever possible but when we were faced with a decision between precision or simplicity, we opted for precision. Slicing copyright in half is challenging. We want this to last for a very, very long time and resist all imaginable legal challenges. If we could have found a way to make it simpler, we would have done so.

- *Who controls the ORC License?*
 - No one controls the ORC License. We felt it crucial that there be no parent organization. Any human-controlled organization can be politicized, acquired, or corrupted. The license derives integrity from *not* having the capacity to be updated or revised. No update could be permitted to change a pre-existing license, and no licensor or licensee could be forced to accept a third party proposed revision. If someone in the future wants to propose a new license, they can always do that.
- *If there is no organization, who enforces the ORC License?*
 - If you breach the ORC License, all the upstream licensors can sue you to enforce the license, but their remedy is limited to bringing you into compliance with the license. If the breach is timely remedied, the license is reinstated from the date of breach.
 - We have intentionally not specified a jurisdiction, which means that anyone suing to enforce the ORC will likely need to bring that dispute in your jurisdiction. This is a tool intended to discourage litigation.
- *Can the ORC License be updated? Can it be revoked, or amended?*
 - The ORC License cannot be updated, amended, repealed, revoked, or deauthorized by anyone. Not ever. There will be no subsequent versions. Once you offer to license your content out under the ORC License, your offer to license that content to new publishers remains irrevocably in place.
- *Why did Azora register Copyright in the ORC License?*
 - We needed a system to assure that no one could modify the ORC License once it was released. We decided that by putting it on file as a registered copyright with the US Library of Congress, if there was ever a dispute, there would be an unalterable disinterested party (the US government) that could hold the original.
 - We didn't want a controlling organization because any organization can be politicized and manipulated. There was no host site we could find that we could guarantee to you would never alter the license or manipulate its terms. We hope this license lasts many decades and thinking about the distant future is daunting because so much is possible.
 - Azora Law will never enforce copyright in the ORC License and hereby dedicates it to the public domain. Like game mechanics, there isn't much copyright protection for the instructions that comprise a license, but that isn't why we registered it. If you want to copy, distribute, display, or make derivatives based on the ORC License, knock yourself out.
- *Why not Creative Commons?*
 - We tried hard to make a Creative Commons license work, but we ran into two unresolvable problems.
 - CC BY SA 4.0 is a share-alike license under which the initial licensor can limit their licensed material to the creative expressions of game mechanics. Unfortunately, the share-alike provision requires the downstream community to share their *entire* work, without the ability to designate any Reserved Material retained by the original publisher.
 - Wizards of the Coast released some of their content under CC BY 4.0, which gives everyone the right to use the contents of the SRD WotC designated. This was a wonderful assurance for the gaming community that 5e could confidently be used forever. Unfortunately, if another publisher builds on that SRD, they are under no obligation to relicense their innovations to the community. This effectively kills the virtuous circle that open-source communities are built on.

The ORC License intends to ensure those who innovate off material licensed under the ORC must release their own innovations under the same permissive license that enabled their product in the first place.

ORC License Scope

- *Can I pull my stuff out of the ORC License once I put it in there?*
 - Nope. Once you release your content under the ORC License, you have given the world the right to use Licensed Material in that product forever under the terms and conditions of the ORC License.
- *How long does the ORC License last?*
 - Forever. The ORC License technically lasts for the life of the copyrights, but when copyright protection expires, you can still use the content because at that point it becomes public domain, and everyone can use it without restriction.
- *Can I use the ORC License for a board game?*
 - Yup. You can use it for any sort of game you can imagine.
- *How are translations treated under the ORC?*
 - You are free to translate Licensed Material under the ORC into another language. As a publisher creating a translated product from ORC Licensed Material, you would use an ORC Notice in your Derivative Work. The ORC Notice in your Derivative Work must attribute the original work as well as the translation itself to their legal owners, and both attributions must also be included in the ORC Notice of downstream publishers who publish products using that translation.
- *Does the ORC License require the use of a System Reference Document (SRD)?*
 - While some publishers will likely release SRDs under the ORC License to make the delineation between Licensed Material and Reserved Material absolutely clear, the license itself does not require the use of a System Reference Document. The ORC License uses a definition system that defines what is Licensed Material and what is unlicensed proprietary Reserved Material and lifts that administrative burden from publishers. We believe these definitions are sufficiently robust to allow game designers, publishers, and lawyers acting in good faith to come to a common understanding about what is licensed without the administrative friction (and potential for failure) of coming up with an SRD for each product.
- *I primarily produce game content of a mechanical nature (spells, magic items, etc.), with very little content that could be considered Reserved Material. With so little to hold back as “mine,” it feels like my publishing strategy gets fewer protections under the ORC than others who have a higher percentage of non-mechanical material they can hold back for themselves. Is there a way I can designate more of my mechanical content as Reserved Material?*
 - No. While creating this type of mechanical content may involve just as much effort as creating Reserved Material, copyright protection is not based on “sweat of the brow.” All users of the ORC License agree to contribute all of their mechanical content to downstream users. If that contribution does not fit your publishing strategy, or you feel that doing so is too generous, it is likely that the ORC License is not the best option for that product.

- *I have created an entire book of spells, and want to include within the work a spell from another product under the ORC License. Does this require that all of the other rules mechanics in my spellbook are automatically available for downstream users to reference and use in their products?*
 - Yes. Using the ORC License within a Work means licensing the relevant portions of the entire Work.
- *I wish to submit an article that includes game mechanics (monsters, spells, etc.) from my ORC Licensed game to a magazine or website with several different articles on a variety of game systems. If using any ORC content in a Work means licensing the relevant portions of the entire Work, does the inclusion of my article in this magazine or website mean that all of the mechanical material by other contributors (who may not even be aware of my contribution) is now open under the terms of the ORC License?*
 - The definitions of “Work” and “Derivative Work” anticipate products that are built on one exclusive system or certain types of aggregate works. If a product has distinct sections relating to a variety of game systems, only the portions of the product related to the system you licensed under the ORC License would be required to be licensed back out as an Adapted Work under the ORC License.
- *Given that, can I include game mechanics for multiple game systems within my product, isolating ORC License derived game rules in an appendix so that only that material would be required to be licensed back out?*
 - Yes.
- *Where is the precise line between Licensed Material and Reserved Material within, say, the context of a spell description? I understand that the spell’s range and area and numerical effects would all be considered Licensed Material, but what about descriptive text within the spell, such as the manifestation of a baleful howl as a secondary effect, or flavor about how the spell has the physical appearance of a beam of sickly green light?*
 - The license clarifies that Reserved Material is that which is “...not essential to, or can be varied without altering...” the game. So if the baleful nature of the howl or the color of the light affects the gameplay, then it is Licensed Material. It is the intention of the ORC that Licensed Material is a broad definition that includes descriptive language supporting the mechanical nuts and bolts of game content (to include the above-mentioned baleful howl and beam of sickly green light). The exception here comes in the form of Reserved Material, such as including the name of a famous wizard (“Bimbol’s Bursting Bunion”) or the detail that a certain spell was originally developed by the Fell Brethren of Bonnie Burplestenn, etc.
- *Does the ORC License allow me to copy descriptive text of mechanical game elements verbatim from upstream products? For example, if I am using a spell, can I reproduce the text of that spell exactly in my product? What about a full monster description? How do I know how to correctly draw the line between where Licensed Material like this starts and stops?*
 - You are licensed to use Licensed Material verbatim but are not obligated to do so. Where the description of a monster contains creative descriptions that are not required for operation of that monster, then you are not licensed to include those descriptions. Those descriptions that add rich colorful imagery are probably not reasonably necessary to convey functional attributes of the game system, and are outside the scope of what you are licensed to use. The challenging issue at the heart of this license is defining when text has sufficient creative expression to be protected Reserved Material and when language presents a substantially utilitarian articulation or a functional description that is

unprotectable Licensed Material. It is the drafter's intention that the "beam of sickly green light" example above exemplifies de minimis creativity and thus lacks sufficiently rich creativity in expression to function as Reserved Material.

- *What is a sufficiently delineated character?*
 - The term "sufficiently delineated character" is a test under US copyright law that describes when a character has sufficient attributes to rise above substantial similarity to a single specific expression and relates more broadly to a collection of attributes so well defined that even if put into a completely new situation, we would recognize the character as being Tarzan or Superman. By using this expression we are expressly pulling in that body of case law.
- *How would this work for, say, a statblock that contains a proper noun or trademark?*
 - Proper nouns and trademarks are not licensed under the ORC License. While the concept and most contents of a statblock, which contains an aggregation of functional information, is predominantly Licensed Material, all proper nouns and trademarks would need to be edited out. For example, using the previously referenced spell, Bimbol's Bursting Bunion, downstream publishers wishing to reproduce the mechanical elements of the spell would be best-off simply deleting Bimbol's name entirely, and listing the spell as Bursting Bunion. Likewise, should the spell's description include non-mechanical descriptions relative to Bimbol and his invention of the spell, that material, not being required for operation of the spell, would also not be considered Licensed Content. Publishers operating in good faith are encouraged to consider the difficulties faced by downstream publishers who must excise this material from commonly referenced game elements like spells and equipment, and may wish to avoid this type of naming construction to make things easier on downstream publishers.
- *How does one define what is and is not Licensed Material under the terms of I.e.2 when adapting material from one game system into another? For example, for most RPGs, a character's name, details of their upbringing, and overall fashion sense would not be considered Licensed Material, because, per I.e.2, these details can be varied without altering the methods of operation of the game and are non-mechanical descriptive elements concerning a clearly expressed character. However, I'd like to use the ORC License to incorporate this presumed Reserved Material into my original RPG, "Age of Epochs," a narrative game in which descriptive elements like hair color, fashion sense, and details of a character's upbringing are critical to the mechanical play of my game. Can I do this? What impact might it have on downstream publishers?*
 - Because we can't vary the definitions of Reserved Material and Licensed Material in a flexible way, the default will be that a truly narrative based game system would predominantly be considered Reserved Material and not available for use. Despite that, You, as the publisher of that content, could open it up for use as Licensed Material simply by describing the content as Expressly Designated Licensed Material in your ORC Notice.
- *Is a statblock protectable trade dress and therefore protectable Reserved Content under the ORC?*
 - The purpose of a statblock is to efficiently convey a multitude of functional elements of a character. While in rare cases there may arise protectable trade dress rights in the border design or color combinations accompanying these elements, the contents and descriptions do not constitute trade dress and are Licensed Material under the ORC License.

- *I just got the license to build an RPG based on the newest Hollywood blockbuster! Can I use the ORC License to publish my RPG without putting my licensor's protected rights at risk?*
 - Definitely. The Reserved Material of third parties remains protected under the ORC. So if you have a license to create RPGs for that big sports league, movie franchise, or entertainment brand, you can license those RPGs out under the ORC without jeopardizing those third party assets (unless your license with them prohibits doing so). We have negotiated with most of the big movie studios and sports leagues and while they often come to the table wanting to own everything including the game mechanics, we have rarely failed to educate them and eventually get clauses put in their contracts that they acknowledge they do not own the game system, which is at the heart of the ORC License.
 - Some Third Party Reserved Material licensors may want you to add something near Your ORC Notice saying that their IP (to the extent it doesn't contain ORC Licensed Material) does not constitute ORC content, which we believe is acceptable.

- *Can I say which primary game my product is built on?*
 - Absolutely! The trademark legal doctrine of Nominative Fair Use holds that you can say your product is compatible with another product. If you want to say your adventure is compatible with any famous brand, you have always had the right to do that provided: (a) you would reasonably need to identify the trademark to communicate which game system you are referring to, (b) your use is limited to only what is reasonably necessary to identify the compatibility, and (c) you are not otherwise implying that you are authorized or endorsed by the companies that own those trademarks.

- *Several answers in this document refer to "mechanics" or "mechanical," terms that are not explicitly defined within the ORC License itself. What is meant by these terms?*
 - In this context, "mechanics" or "mechanical" refers to material covered by section I.e.(2).i-iv.

- *Can I use CC-BY content in my ORC Licensed product?*
 - It is possible to include CC-BY licensed content in an ORC Licensed Work. The ORC License does not create any restrictions on downstream licensee use of the CC-BY licensed content, and the CC-BY license does not require a Work using CC-BY licensed content to be itself licensed under CC-BY (such as CC-SA and the OGL requires). Because the CC-BY licensed content is another source designated to receive attribution, that attribution should be included in the ORC attribution notice. You would need to make sure your use of both the CC-BY licensed content and the ORC Licensed content are in compliance with the requirements of both licenses, but the use of CC-BY content without licensing your own Work under CC-BY can be compatible with the ORC License.

- *If my product is wholly original to my own work and does not use any content from other publishers, can I release it licensed under both ORC and a Creative Commons license?*
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- *Can I use ORC Licensed Material in my CC-BY product?*
 - No. If you are granted the right to use game mechanics under the ORC License, you can't license that content out under CC-BY unless the licensor from whom you licensed the content (and all licensors before them contributing to that system) also agree to the transition.
- *Can I use OGL licensed content in my ORC Product?*
 - The OGL stipulates that “Open Game Content may only be Used under and in terms of the OGL License” (OGL Sec. 2). So we do not see any way that Wizards of the Coast's Open Game Content you got a license to use under the OGL could be licensed out by you under the ORC unless they published an SRD type document with the ORC Notice in it. Despite that, if you published an OGL product, you could strip out any protectable expressions of game mechanics you received under an OGL license, and release that new product under the ORC.
- *Is it a breach of the ORC License to use a Licensor's Restricted Material?*
 - Technically it is not a breach of the ORC License to use a Licensor's Restricted Material, but the ORC License does not grant you any right to use the Restricted Material. While you do not warrant or represent that you won't use the Restricted Material under the ORC License (which makes use of that material a breach), the ORC License's silence on Restricted Material doesn't mean you are free to use it. The ORC License specifically avoids granting rights or addressing remedies with respect to Restricted Material. It does this so that the owner of that intellectual property can seek whatever remedies courts allow. For this reason, the unauthorized use of Restricted Material does not automatically trigger the licensee's termination section.
 - Breach only arises if you:
 - Fail to grant back to the community an ORC License in your Adapted Licensed Material (Sec. II.b.);
 - Try to apply different terms to the Licensed Material on downstream users or apply Effective Technological Measures to the Licensed Material that restricts exercise of the Licensed Rights by others (Sec. II.b.);
 - Claim, without separate authorization, that you are endorsed by a Licensor (Sec.d.i.); or
 - You fail to include the required ORC Notice (Art. III).

Digital Applications of the ORC License

- *What about Digital Rights?*
 - Digital rights are fully included. Nothing in this license restricts the platform on which the Licensed Material can be used. In fact, Section II.a. specifically gives users a license to use Licensed Material “in all media and formats whether now known or hereafter created.”
- *Does the ORC License require that I provide the source code written for software that implements or assists in using the Licensed Material?*
 - There is no language in the ORC requiring the licensor to provide anything beyond the Work as it is sold to end users. No license is granted under the ORC to specific software

code. Only game mechanics and certain expressly designated Reserved Material are licensed. So if a licensor programs game mechanics and puts them in an electronic game where the game mechanics are obscured, it is the licensee's job to reverse engineer the game mechanics to use them in a different product. The Licensor has no duty to provide this.

- If you create an electronic game based on Licensed Material, you are free to do that, but you are obligated to give back to the gaming community only the new game mechanics that you developed and incorporated in your product. We realize that for some large software product distributors, they require you to assign all rights in your code to them. This would be a violation of the ORC and you are prohibited from granting them those rights.