



The ORC AxE

Answers & Explanations for the ORC License

This ORC AxE (Answers & Explanations) is published simultaneously with the ORC License that is filed under the same US Copyright registration as this document. The AxE serves as the official Frequently Asked Questions (FAQ) document for the ORC License project. One purpose of the AxE is to provide a general indication of the drafters' intentions in interpreting the ORC License and in the event of a dispute, the AxE is intended to be used by any adjudicating body for such purpose. Subsequent versions of the AxE shall not be admissible for purposes of determining the drafters' intentions with respect to the ORC License.

ORC License in Plain English

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.

What is openly shared under the ORC is known as "Licensed Material," and includes the broad functional elements of the game, such as statblocks, game rules, character attributes, and the methods and systems inherent in playing the game, as well as anything else the licensor explicitly wants to share. The license is broad and lets you use the Licensed Materials globally in connection with printed books, video games, podcasts, AI, or any other technology that may exist or be created in the future.

What is not shared under the ORC is known as "Product Identity," and includes trademarks, world lore, story arcs, distinctive characters, and visual art. If the creator wants to share their Product Identity under the ORC, they can do that, but they need to make an express declaration in their ORC Notice, otherwise, it remains their exclusive property.

Under the ORC you can use, share, adapt, and build on the Licensed Material however you see fit, so long as you give proper attribution in the form of a notice in your published work. This notice both credits the upstream licensors and their contribution to the work, as well as provides an easy way for downstream users to credit the author of the work in which the notice appears.

By using material licensed under the ORC, you automatically agree to license out your game mechanics in your published work under the same terms. If you develop your own Product Identity, that is your exclusive property.

No one has the power to change or revoke the ORC license. Once the Licensed Material is out there, it is out there forever (as long as copyright lasts) under these same terms. The ORC is intended to work pretty much anywhere in the world. The official version will be registered with the U.S. Library of Congress through Copyright registration to be used as a resource, but you will probably be able to find it in many locations on the internet. The ORC is dedicated to the public domain and is free to use by anyone and everyone.

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 Product Identity that you expressly dedicate to the gaming community, as well as all your game mechanics that do not qualify as Product Identity, 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 Notice looks like this:

ORC Notice	This product is licensed under the ORC License held in the Library of Congress at TX000[number tbd] and available online at various locations including www.azoralaw.com/orclicense , www.gencon.com/orclicense and others. All warranties are disclaimed as set forth therein.
Attribution	This product is based on the following Licensed Content: <i>Raptor Game System v1.0</i> , © Azora Entertainment, Corp. Designed by Brian Lewis. If you use our Licensed Content in your own published work, please credit us in your product as follows: <i>Raptor Imperium</i> , © OKthulhu Games, Inc., Designed by Cher Luck.
Product Identity	Product Identity elements in this product include, but may not be limited to: Bloodbeak, Thondor, Glamfeather, and Richard the Righteous, and all elements designated as Product Identity under the ORC License.
Expressly Designated ORC Content	The following elements are owned by the Licensor and would otherwise constitute Product Identity and are hereby designated as ORC Content: The names of each class of professions such as Raptor Wrangler.

- *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.
- *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 Product Identity 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 they designated. This was a wonderful assurance for the gaming community that 5e could confidently be used forever. Unfortunately, if another company builds on that SRD, their innovations are trapped in their product and not automatically relicensed to the gaming community. This effectively kills the virtuous circle that open-source communities are built on.

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 Content 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.
- *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 Content and Product Identity 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 Content and what is unlicensed proprietary Product Identity 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 Product Identity. 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 Product Identity?*
 - No. While creating this type of mechanical content may involve just as much effort as creating Product Identity, 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.
- *Where is the precise line between Licensed Content and Product Identity 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 Content, 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 Product Identity 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 Content. It is the intention of the ORC

that Licensed Content is a broad definition that includes physical and visual descriptive language supporting the mechanical nuts and bolts game content (to include the above-mentioned baleful howl and beam of sickly green light). The exception here comes in the form of Product Identity, such as including the name of a famous wizard (“Blimbol’s Bursting Bunyon”) or the detail that a certain spell was originally developed by the Fell Brethren of Bonnie Burblestenn, etc.

- *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 Product Identity 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. 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.
- *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.
- *Can I publish a product that uses both the ORC License and the Open Game License 1.0a? How about using both the ORC and the Creative Commons?*
 - Licensing Out Original Content. You can always license out your own original game system for third parties to use under more than one license.
 - Licensing Out Derivative Content. If you license in someone else’s game mechanics as part of your product you can’t roll that content over to the ORC unless the licensor (and all licensors before you contributing to that system) from whom you licensed the content also agree to the transition.
 - OGL Limitations. 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 Open Game Content you got a license to use under the OGL could be licensed out by you under the ORC. 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.
 - Creative Commons Limitations. At Section 2.a.5.A, the CC-BY license reads “You may not offer or impose any additional or different terms or conditions on . . . the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material”. We believe the ORC imposes different terms because it applies only to game mechanics or designated Product Identity and not all copyrighted content.

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 Content can be used. In fact, Section II.a. specifically gives users a license to use Licensed Content “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 Content?*
 - 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 Product Identity 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 ORC content, 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.

DRAFT ONLY. FEEDBACK REQUESTED.