

Open Game License 1.1 – Intro

Dungeons & Dragons (“D&D”) is all about creativity, both yours and ours. Throughout the nearly 50 years since the first release of D&D, Wizards of the Coast and its predecessor, TSR, have encouraged people to build new campaigns and material on the foundation of the Dungeons & Dragons base game. Historically, we have allowed fans, through our Open Game License, to make and sell commercial content using our intellectual property via the Systems Reference Document (SRD). This practice has continued for more than 20 years, and we continue to support it today.

A lot has changed over the last half century, including the rise of the internet, apps, Web 3, and even virtual TTRPGs. Now in 2023, we are updating the Open Game License to address some of these new realities and fix some of the loopholes and contradictions that made their way into the Open Game License during the time since its first release. One aspect of that is dividing the old Open Game License into two pieces: first, a license covering non-commercial uses of SRD content (OGL: Non-Commercial), and second, a license that applies to commercial uses of SRD content (OGL: Commercial). The OGL: Non-Commercial and OGL: Commercial together make up the updated OGL. This revised license is intended to protect the D&D brand by reducing creator confusion, preventing bad actors from tarnishing it, and preventing large businesses from profiting off it without proper checks and balances.

The actual license is available through the hyperlinks below, and if you’re comfortable with legalese (or somehow actually enjoy reading legalese) feel free to jump ahead to those links. We’ve included explanations and examples alongside the legal language to help make the OGL easier to understand and comply with. You can get to those comments by clicking the link after each section. If on the other hand you would like to start with a in plain language of how the OGL works, you can start here with the FAQ section. In addition to that, we have included a set of comments in the license itself that accompany the legal language and provide explanations and examples to help make the License easier to understand and comply with. You can get to those comments by clicking the link after each section.

Below are a few FAQs about the new license and its parts.

What is “non-commercial” use of SRD content? If no money (or anything else of value) is changing hands to get access to the things you create using SRD content, that’s “noncommercial” use and is covered by – and subject to – the terms of the OGL: Non- Commercial. If any form of payment or income for access to your work is involved, or is specific to a particular work, even if it’s just a dollar, it’s covered by the OGL: Commercial

License. To be clear: crowdfunding a new project is commercial use. Accepting subscriptions or membership fees or Patreon patrons as a condition of accessing your work is commercial; accepting voluntary donations via any tipping mechanism or sites where you’re providing your content for free regardless of those donations/tips is not. If you’re giving your work away for free, on Patreon or otherwise, and asking that people support your work if they enjoy it, that’s not commercial. But your work must be given without strings attached if it’s going to be considered “noncommercial.”

What are my options for making D&D-related content? If you are going to use SRD content to make tabletop roleplaying games and game supplements on a noncommercial basis, the OGL: Non-Commercial applies. If you are going to use the content we make available for third-party use to make tabletop roleplaying games and game supplements on a commercial basis, and only want to use material from the SRD – but not other material, like the Forgotten Realms setting – the OGL: Commercial has you covered. If you want to publish work that uses the Forgotten Realms setting or other content not included in the SRD, that’s under the Dungeon Master’s Guild. If you want to make videos or other content and monetize it via ads, that’s going to be covered under the Wizards of the Coast Fan Content Policy.

What does the OGL: Commercial mean for me as a small creator? For most of the community’s content creators, those making under \$750,000 per year in SRD-based content, the OGL: Commercial changes very little and is primarily designed to help us simply know you better. Under the OGL, those creators will need to register their commercial content with us so we know what’s out there, tell us a bit about their products and products sales, and start adding a “Creator Product” badge to their materials so that everyone in the community knows they are publishing under OGL license from Wizards of the Coast.

Making Dungeons & Dragons is a labor of love for us, but it's also a business. We, like you, want to keep doing what we love and pushing D&D forward. The Open Game License was always intended to allow the community to help grow D&D and expand it creatively. It wasn't intended to subsidize major competitors, especially now that PDF is by far the most common form of distribution. So moving forward, hugely successful businesses that generate more than \$750,000 of annual revenue will also need to share some of that success with us by paying a royalty of 20 to 25% of the "qualifying revenue" they make in excess of \$750,000. But even for these wildly successful creators, they will not owe anything on any sales made before January 1, 2024, no matter how much money they make in 2023. We're doing it this way so that creators have time to plan for the transition and adjust their business plans accordingly.

How do I agree to the OGL: Commercial? Anyone publishing content under the commercial license will need to register that content with us, by creating an account at dndbeyond.com, providing us with identifying information (such as the name of the person or entity creating the work), the title of the new work, a summary of the work, and – once the work is available to others – a copy of the work. When you complete that registration, you will also be confirming your agreement to the terms of the OGL: Commercial. You can find the registration form here [\[link\]](#).

What if I don't like these terms and don't agree to the OGL: Commercial? That's fine – it just means that you cannot earn income from any SRD-based D&D content you create on or after January 13, 2023, and you will need to either operate under the new OGL: NonCommercial or strike a custom direct deal with Wizards of the Coast for your project. But if you want to publish SRD-based content on or after January 13, 2023 and commercialize it, your only option is to agree to the OGL: Commercial.

Why is Wizards of the Coast updating to OGL 1.1 and subdividing it into Commercial and Non-Commercial terms? A lot has changed since the old OGL was launched, and that means the old license has some unintended applications we need to fix. For example, when we released OGL 1.0a, YouTube, apps, blockchain, crowdfunding, and other now every-day technologies and distribution channels didn't really exist in the way they do today. OGL wasn't intended to fund major competitors and it wasn't intended to allow people to make D&D apps, videos, or anything other than printed (or printable) materials for use while gaming. We are updating the OGL in part to make that very clear.

Additionally, over time the old OGL incorporated some confusing and even contradictory provisions. It was also written in fairly dense legal language. So while we're updating it to take into account developments since it was last revised, and breaking out commercial use into a separate category, we're also simplifying the language and streamlining the provisions so that it's easier to understand and comply with. For even more clarity, we've included comments that should help illustrate what the provisions do, which you can access by clicking the relevant comment links in the license documents.

We strongly believe in the power of creativity and the goal of the old OGL – and this new OGL revision, in both Commercial and Non-Commercial form – is helping our incredible community to build and share campaigns, supplements, and other content that enriches the way we play D&D.

Who can I contact if I don't understand something or need help? If you have any questions about what you read in the OGL: Non-Commercial or OGL: Commercial, please reach out to us at [\[TBD\]](#) before using or signing either part of the license.

The preceding material is not part of the OGL 1.1. To access the subdivision of OGL 1.1 that applies to your use of SRD content, click below:

[OGL 1.1: Non-Commercial](#)

[OGL 1.1: Commercial](#)

[OGL 1.1: Non-Commercial](#)

Any non-commercial use of Licensed Content (defined below) is subject to this agreement; by using Licensed Content in this manner, You agree to the terms of this agreement. This agreement contains Your consent to jurisdiction in Washington State for any disputes between You and Us, and Your agreement that any such disputes will be resolved in individual litigation heard by a judge rather than a jury. If a dispute ever occurs, We hope You agree with Us that it's best all-around if it is handled quickly, efficiently, and with the least expense possible.

I. CONTENT COVERED (AND NOT). Dungeons & Dragons involves several different categories of content created by the creator (the “You”), and by Wizards of the Coast, and its parents, affiliates, suppliers and distributors (“Us” or “We”). Here are the different kinds of content and how they relate to this license.

A. Content Covered

i. Usable D&D Content (“Licensed Content”) – This is Dungeons & Dragons content that is included in the SRD v. 5.1, including basic game mechanics and a curated selection of classes, monsters, spells, and items that allow You to make content compatible with Dungeons & Dragons 5th edition.

ii. Not Usable D&D Content (“Unlicensed Content”) – This is Dungeons & Dragons content that has been or later will be produced as “official” – that is, released by Wizards of the Coast or any of its predecessors or successors – and is not present in the SRD v. 5.1. Unlicensed Content includes things like the most famous Dungeons & Dragons monsters, characters, magic spells, and things relating to the various settings used in Dungeons & Dragons official content over the years – what the old Open Game License referred to as “Product Identity.” Unlicensed Content is NOT covered by this agreement, and You agree not to use Unlicensed Content unless Your use is specifically authorized by a separate agreement with Us. If You want to include that content in Your work, You must go through the Dungeon Masters Guild or other official channels.

iii. Your Content- These are the characters, classes, settings, spells, items, new rules, and other creations that You have crafted. They are Your original contributions to the works that You want to sell. This license permits You to combine Your content with the Licensed Content and commercially distribute the resulting works.

B. Works Covered

This license only applies to materials You create for use in or as roleplaying games and as game supplements and only as printed media and static electronic files such as epub or pdfs. It does not allow the distribution of any other form of media. And does not apply to creation of anything else.

COMMENTS:

To be clear, OGL: Non-Commercial only allows for creation of roleplaying games and supplements in printed media and static electronic file formats. It does not allow for anything else, including but not limited to things like videos, virtual tabletops or VTT campaigns, computer games, novels, apps, graphics novels, music, songs, dances, and pantomimes,. You may engage in these activities only to the extent allowed under the Wizards of the Coast Fan Content Policy or separately agreed between You and Us.

C. Licensed Works For a work to be a Licensed Work under this OGL: Non-commercial, it must meet all four of the following:

- i. it qualifies as a covered works as defined in Section I.B;
 - a. it contains both Licensed Content and Your Content,
 - b. it does not contain Unlicensed Content; and
 - c. it contains the text of this OGL: Non-Commercial within the body of the work.

II. LICENSE. If, and only if, You fully comply with the terms and conditions of this agreement, You may copy, use, modify and distribute Licensed Content around the world as part of Licensed Works on a non-commercial basis, meaning for free: not in exchange for money or any other thing of value.

A. We may offer others the ability to use Licensed Content or Unlicensed Content under any conditions We choose.

B. You may not transfer Your rights and duties under this agreement under any circumstance or for any reason. This license is not sub-licensable.

COMMENTS:

As We said in the intro, “commercial” distribution is any distribution You get paid for in any form: money, crypto, barter, Your brother doing Your chores for a week, whatever. It does not include donations people give You to support Your work as long as they can have access to Your work for free if they choose to, and You informed them of that in a clear and obvious way.

III. OWNERSHIP. You agree that We own copyright, trademark, and patent rights, if any, in the Licensed Content and the Unlicensed Content. We reserve all rights not expressly given to You through this agreement. You agree to include any copyright or other rights notices included with the Licensed Content in Your Licensed Works, and You may not impose any additional, different, or inconsistent terms or conditions with respect to the Licensed Content in any license You grant to any Licensed Works.

IV. IDENTIFICATION OF LICENSED CONTENT. You must identify in Your Licensed Works which content is Licensed Content and which content is Your Content, in a way that allows a reader of Your Licensed Work to understand the distinction without checking any other document.

COMMENTS:

You can identify content in any manner You want to, whether that’s using a different font for Licensed Content than for Your Content, or putting an asterisk next to Licensed Content and telling readers what those distinctions mean; citing to the SRD whenever You use Licensed Content (“Dragonborn (SRD p. 5)”); or putting a separate index or list in the back of Your Licensed Work that lists out what, exactly, You used from the SRD; or something else We haven’t thought of but You did. How You do that is entirely up to You; if Your readers can tell what’s what, We’re satisfied. But it is not enough to simply include a statement that Your

Licensed Work includes Licensed Content (what used to be called “Open Game Content”). If the only way a reader can distinguish what You created from what We did is to check Your Licensed Work against the SRD, You are not in compliance with this provision.

V. SHARE-ALIKE. We are letting You use Licensed Content for free because You are using it on a non-commercial basis. If you want to better protect your ownership, You may register under the OGL: Commercial. You agree that others can do the same with Your work. This means:

A. Each time You distribute or otherwise make Your work available, You offer the recipient a license to the work on the same terms and conditions granted You under this license.

B. You may not impose upon others any terms that alter, restrict or otherwise change the terms of this license or the recipient’s exercise of the rights granted under this license.

C. You must distribute a copy of the license alongside Your work. For clarity, the license should probably appear either at the front or the back of Your book – but it must be in the book.

D. The version of the license You enclose with Your work must be this license. You must keep intact all notices that refer to it and You must keep its disclaimer of warranties.

VI. DONATIONS. Your distribution of Your work must be non-commercial. This means that You cannot require that anyone give You anything of value in exchange for Your work or copies of Your work. However, You are permitted to accept donations through Patreon, Ko-fi, or other similar platforms provided that the donations are not a condition of the receipt of Your work, and You make that clear and obvious to Your donors. In other words, if You make Your work available for free and ask others to contribute what they like to You so that You can continue to do so? You're fine. But if any of Your work is available only to "subscribers," "patrons," or any other word for people who give You money for access to it, then Your non-free work is subject to the OGL: Commercial and all of that income is "revenue" under that license.

VII. WARRANTIES AND DISCLAIMERS. You represent and warrant that:

A. You are over 18 years of age or, if younger, have had Your parent or guardian review these terms and agree to them on Your behalf.

B. You have power, the authority, and the right to enter into this agreement and perform the obligations it asks of You.

C. If We require additional paperwork or documentation from You in connection with a Licensed Work, You will provide it to Us as soon as possible.

D. You will comply with any other requirements We have related to this agreement, such as registering or creating an account with Us.

E. Your Licensed Works do not and will not infringe upon any third party's intellectual property rights or any of Our rights not licensed to You via this agreement or any other.

F. You will not state, suggest, or imply that Your Licensed Works are endorsed by, or associated with, Us, except that You must include the text of this OGL: NonCommercial within the body of the work to indicate that Your Licensed Works are compliant with this agreement.

G. You will not violate the law in any way relating to this agreement or Your Licensed Works.

H. You will not use any of the content or works covered by Section I for any harmful, discriminatory, illegal, obscene, or harassing purposes.

I. You will not do anything that could harm Our reputation, that of Dungeons & Dragons, or the reputation of the Licensed Content or Unlicensed Content. For purposes of clarity, this provision does not apply to criticism of Wizards of the Coast, Dungeons & Dragons, or the Licensed Content or Unlicensed Content that does not independently violate these provisions.

J. You will not attempt to circumvent or go around this agreement in any way.

VIII. TERMINATION. This agreement may be modified or terminated.

A. Modification: This agreement is, along with the OGL: Commercial, an update to the previously available OGL 1.0(a), which is no longer an authorized license agreement. We can modify or terminate this agreement for any reason whatsoever, provided We give thirty days' notice. We will provide notice of any such changes by posting the revisions on Our website and by making public announcements of the changes through Our social media channels.

B. Termination:

i. We may terminate the agreement immediately if:

a. You infringe upon or misuse any of Our intellectual property, violate any law in relation to Your activities under this agreement, or if We determine in Our sole discretion that You have violated Section VIII.G or VIII.H. To be clear, We have the sole right to decide what conduct violates Section VIII.G or Section VIII.H

and You covenant and agree that You will not contest any such determination via any suit or other legal action. To the extent necessary and allowed by law, You waive any duty of good faith and fair dealing We would otherwise have in making any such determination.

b. You breach any other term or condition in this agreement, and that breach is not cured within 30 days of Our providing You notice of the breach by communicating with You as provided in Section VIII.A.

c. You bring an action challenging Our ownership of the Licensed Content, Unlicensed Content, or any patent or trademark owned by Wizards of the Coast.

C. You may terminate this agreement at any time by (i) ceasing all distribution of all Your Licensed Works; and (ii) providing Us with written notice.

COMMENTS:

We know this may come off strong, but this is important: If You attempt to use the OGL as a basis to release blatantly racist, sexist, homophobic, trans-phobic, bigoted or otherwise discriminatory content, or do anything We think triggers these provisions, Your content is no longer licensed. To be clear, We want to, and will always, support creators who are using the OGL to help them explore sensitive subjects in a positive manner, but We will not tolerate materials We consider to be in any way counter to the spirit of D&D. Additionally, You waive any right to sue over Our decision on these issues. We're aware that, if We somehow stretch Our decision of what is or is not objectionable under these clauses too far, We will receive community pushback and bad PR, and We're more than open to being convinced that We made a wrong decision. But nobody gets to use the threat of a lawsuit as part of an attempt to convince Us. D. Upon

Termination

i. Upon termination of this agreement by Wizards of the Coast, You will cease all sales and distribution of Your Licensed Works.

ii. Your obligation to pay royalties survives the termination of the agreement. So do the following provisions: Sections III, VII, and IX-XI.

IX. INDEMNITY. If You get in legal trouble, or get Us in legal trouble, here's what will happen:

A. If We are on the receiving end of any legal claims, fees, expenses, or penalties related to Your Licensed Works, You're responsible for paying all Our costs, including attorney's fees, costs of court, and any judgments or settlements.

B. If a claim is raised against You in connection with a Licensed Work, and You aren't defending such a claim to Our satisfaction, We have the right, but not the obligation, to take over the defense of that claim against You. If We do so, You will reimburse Us for Our costs and expenses related to that defense.

C. We may, at Our discretion, seek to intervene in a case brought against You in order to join in the defense of the claims, while leaving You and Your counsel in charge of Your own defense. If We do so, We will defend at Our own expense and cost. As for Our IP, that's Ours to defend – You don't have any obligation to defend Dungeons & Dragons IP Yourself, and in fact wouldn't have standing (the legal right) to do so.

X. OTHER PRODUCTS. Sometimes, great minds think alike. We can't and won't cancel products out of fear that they'd be seen as "similar to" Licensed Works. Therefore:

A. You agree that nothing prohibits Us from developing, distributing, selling, or promoting something that is substantially similar to a Licensed Work.

B. You own the new and original content You create. You agree to give Us a nonexclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license to use that content for any purpose.

C. For clarity, nothing contained in this Section impacts Your agreement that Our Licensed Content, Unlicensed Content, and anything else You are not otherwise expressly authorized to use, under the terms of this agreement or any other agreement, remains Our sole property.

XI. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING THE PERMITTED CONTENT "AS IS" AND MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING YOUR USE OF THE PERMITTED CONTENT EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. YOU BEAR ALL RISK OF USING THE PERMITTED CONTENT AND SUCH USE IS SOLELY AT YOUR OWN DISCRETION AND RISK.

XII. LIMITATION OF LIABILITY. We have no liability to You for any types of damages in connection with Your use of the Licensed Content including without limitation any indirect, consequential, special, punitive, or exemplary damages, so long as Our conduct at issue was not grossly negligent or intentional.

COMMENTS:

We're giving You a license, not agreeing to take on potential liability when We do so. To be honest, We're not really sure what We could do while making Dungeons & Dragons content available to You that could ever be "grossly negligent," but Our lawyers say We need to include that last clause under Washington law, so in it goes.

XIII. MISCELLANEOUS.

A. Notices. Any notices You send to Us must be sent to Us via email to . We may send notices to You to any email or physical address We can locate for You, including the email address used for Your registration with D&D Beyond, if You registered an account on that platform.

B. Entire Agreement and Disclaimer of Reliance. This agreement governs Your use of the Licensed Content and, unless otherwise stated in this agreement, any prior agreements between Us and You are no longer in force. This agreement consists only of the terms expressly included herein, and not any matter not expressly included herein. For purposes of clarity, the introduction preceding the agreement and the comments and explanations accessible through links within the body of this agreement are not a part of this agreement and have no legal force or effect. In accepting this agreement You represent and warrant to Us that You have relied only on the terms of the agreement and the advice of Your own counsel, if any; You have not relied on anything that is not expressly a part of this agreement.

C. Updates and/or Amendments by Wizards of the Coast. It may be necessary for Us to update and/or amend this agreement in the future and We reserve the right to do so. If We do, We will provide notice of those updates. You have the right to either proceed under the terms of the updated/amended agreement or follow the provisions of Section VIII for Termination.

D. No Waiver of Rights. If We fail to exercise any right We have under this agreement, that failure will not prevent Us from exercising that right in the future.

E. Assignment. The rights granted to You under this agreement are granted solely to You and You may not transfer those rights to another person or entity, unless We give You written permission to do so. We, in Our sole discretion, will determine whether to allow You to transfer the rights granted to You.

F. Severability. In the event that any part of this agreement is held to be unenforceable or invalid for any reason, the balance of this agreement will be enforced as if that part which is unenforceable or invalid did not exist.

G. Governing Law/Jurisdiction/Class Action Waiver. This agreement and all matters relating to its interpretation and enforcement will be governed by the laws of the State of Washington, and any disputes arising out of or relating to this agreement will be resolved solely and exclusively through individual litigation, and each party hereto irrevocably waives the right to participate in any class, collective, or other joint action with respect to such a dispute. You consent to the exclusive jurisdiction and venue of the federal and state courts located in King County, Washington for the resolution of any dispute arising out of or relating to this agreement.

H. Waiver of Jury Trial. We and You each waive any right to a jury trial of any dispute, claim or cause of action related to or arising out of this agreement.

I. Review by Counsel. You agree that You have reviewed this agreement carefully and have had ample opportunity to obtain advice as to the meaning of the terms and agreements contained herein from such advisors, including attorneys, as You deemed appropriate or necessary.

OGI 1.1: Commercial

Any commercial use of Licensed Content (defined below) is subject to this agreement; by making commercial use of Licensed Content, You agree to the terms of this agreement. This agreement contains Your consent to jurisdiction in Washington State for any disputes between You and Us, and Your agreement that any such disputes will be resolved in individual litigation heard by a judge rather than a jury. If a dispute ever occurs, We hope You agree with Us that it's best all-around if it is handled quickly, efficiently, and with the least expense possible.

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ii. Not Usable D&D Content ("Unlicensed Content") – This is Dungeons & Dragons content that has been or later will be produced as "official" – that is, released by Wizards of the Coast or any of its predecessors or successors – and is not present in the SRD v. 5.1. Unlicensed Content includes things like the most famous Dungeons & Dragons monsters, characters, magic spells, and things relating to the various settings used in Dungeons & Dragons official content over the years – what the old Open Game License referred to as "Product Identity." Unlicensed Content is NOT covered by this agreement, and You agree not to use Unlicensed Content unless Your use is specifically authorized by a separate agreement with Us. If You want to include that content in Your work, You must go through the Dungeon Masters Guild or other official channels.

iii. Your Content – These are the characters, classes, settings, spells, items, new rules, and other creations that You have crafted. They are Your original contributions to the works that You want to sell. This license permits You to combine Your content with the Licensed Content and commercially distribute the resulting works.

B. Works Covered. This license only applies to materials You create for use in or as roleplaying games and as game supplements and only as printed media and static electronic files such as epubs or pdfs. It does not allow the distribution of any other form of media. And does not apply to creation of anything else.

COMMENTS:

To be clear, OGL: Commercial only allows for creation of roleplaying games and supplements in printed media and static electronic file formats. It does not allow for anything else, including but not limited to things like videos, virtual tabletops or VTT campaigns, computer games, novels, apps, graphics novels, music, songs, dances, and pantomimes. You may engage in these activities only to the extent allowed under the Wizards of the Coast Fan Content Policy or separately agreed between You and Us.

C. Licensed Works. For a work to be a Licensed Work under this OGL: Commercial, it must meet all four of the following criteria:

i. it qualifies as a covered works as defined in Section I.B;

ii. it contains both Licensed Content and Your Content, but not Unlicensed Content:

iii. it does not contain Unlicensed Content; and

iv. it displays the following “Creator Content” badge in the manner specified in the Creator Content Badge Style Guide: [drop in picture]

II. LICENSE. If, and only if, You fully comply with the terms and conditions of this agreement, You may copy, use, modify and distribute Licensed Content around the world as part of Licensed Works on a commercial basis.

A. We may offer others the ability to use Licensed Content or Unlicensed Content under any conditions We choose.

B. You may not transfer Your rights and duties under this agreement under any circumstance or for any reason. This license is not sub-licensable.

III. OWNERSHIP. You agree that We own copyright, trademark, and patent rights, if any, in the Licensed Content and the Unlicensed Content. We reserve all rights not expressly given to You through this agreement. You agree to include any copyright or other rights notices included with the Licensed Content in Your Licensed Works, and You may not impose any additional, different, or inconsistent terms or conditions with respect to the Licensed Content in any license You grant to any Licensed Works.

IV. IDENTIFICATION OF LICENSED CONTENT. You must identify in Your Licensed Works which content is Licensed Content and which content is Your Content, in a way that allows a reader of Your Licensed Work to understand the distinction without checking any other document.

COMMENTS:

You can identify content in any manner You want to, whether that’s using a different font for Licensed Content than for Your Content, or putting an asterisk next to Licensed Content and telling readers what those distinctions mean; citing to the SRD whenever You use Licensed Content (“Dragonborn (SRD p. 5)”); putting a separate index or list in the back of Your Licensed Work that lists out what, exactly, You used from the SRD; or something else We haven’t thought of but You did. How You do that is entirely up to You; if Your readers can tell what’s what, We’re satisfied. But it is not enough to simply include a statement that Your Licensed Work includes Licensed Content (what used to be called “Open Game Content”). If the only way a reader can distinguish what You created from what We did is to check Your Licensed Work against the SRD, You are not in compliance with this provision.

V. LEVELING UP UNDER THIS AGREEMENT. This agreement covers all commercial uses, whether they're profitable or not. Note that if You appear to have achieved great success – that is, consistently meeting or exceeding the “Expert Tier” qualification below – from producing OGL: Commercial content, We may reach out to You for a more custom (and mutually beneficial) licensing arrangement.

A. Initiate Tier. If You have registered at least one Licensed Work but haven't generated \$50,000 or more in total (gross) revenue from OGL: Commercial products in a given year, You are at the Initiate Tier.

B. Intermediate Tier. If Your Licensed Work(s) have generated more than \$50,000 in total revenue in a given year but less than \$750,000, You are at the Intermediate Tier.

C. Expert Tier. If Your Licensed Work(s) have generated at least \$750,000 in total revenue in a given year, You are at the Expert Tier.

COMMENTS:

Why the tiers? For one thing, it's Dungeons & Dragons (and even Our lawyers play); it's possible We're not actually sure how to design something without some form of leveling up.

But also, We're trying to minimize the burden on Our creators as much as possible. As You'll see below, if You're in the Initiate Tier, all We need from You is some basic information about what You've created and are offering for sale. Once You work Your way to the Intermediate Tier, We'll ask You to provide annual financial reporting, so that We can see whether royalties are due. Reaching the Expert Tier means You will pay Us royalties on Your revenue over \$750,000. If You're doing incredibly well, You might level up into a custom license.

VI. REGISTRATION AND REPORTING.

A. Registration. No matter what Tier You are in or how much money You believe Your product will make, You must register with Us any new Licensed Work You intend to offer for sale, by going to [insert detail], filling out the form there, and including a description of the Licensed Work. We'll also ask for Your contact information, information on where You intend to publish the Licensed Work, and its price, among other things.

B. Reporting. As soon as You make \$50,000 in gross revenue for a particular year on products covered by the OGL: Commercial – and as it is used in this agreement, “revenue” means any income You make from selling a work licensed under this agreement, or from crowdfunding those works, or any other income source – and reach the Intermediate Tier, You will need to [method for reporting income]. In addition, You will need to provide Us with Your year-end numbers by [again, method] by February 15 of the next year.

VII. ROYALTIES. If, and only if, You are generating a significant amount of money (over \$750,000 per year across all Licensed Works) from Your Licensed Works, The revenue You make from Your Licensed Works in excess of \$750,000 in a single calendar year is considered “Qualifying Revenue” and You are responsible for paying Us 20% or 25% of that Qualifying Revenue as explained in Section IX.B.2.

A. Delayed Collection: Though this agreement is effective January 13, 2023, no royalties will be due on any income earned before January 1, 2024 – no matter how much that income is. We want to give Our community a lot of lead time to plan for this. For clarity, all other requirements of this agreement are in effect from the time You enter into the agreement.

B. Payment Tiers:

i. At the Initiate and Intermediate Tiers, You will pay a 0% royalty.

ii. At the Expert Tier, You will pay royalties as follows:

a. If Your Licensed Work is crowdfunded or sold via any platform other than Kickstarter, You will pay a 25% royalty on Qualifying Revenue.

b. If Your Licensed Work is crowdfunded on Kickstarter, Our preferred crowdfunding platform, You will only pay a 20% royalty on Qualifying Revenue.

c. If You have more than one Licensed Work, and only some of Your Licensed Works are funded through Kickstarter, You will pay royalties on Your Qualifying Revenue based on the proportion of Your total revenue that was earned through Kickstarter. For example, if You sell two Licensed Works, one of which earned \$600,000 on Kickstarter, and the other of which earned \$200,000 off of Kickstarter, You will have \$800,000 of total revenue and \$50,000 of Qualifying Revenue, of which 75% came from Kickstarter and 25% did not. So You will pay a royalty of 20% on \$37,500 of Your Qualifying Revenue (\$7,500), and a royalty of 25% on the remaining \$12,500 of Qualifying Revenue (\$3,125).

C. Payment:

i. Royalty payments for a given year are due on or before March 31 of the succeeding year. For example, if \$1,000 in royalties are due for 2024, You must pay Us that \$1,000 before March 31, 2025.

ii. Please pay Us on time! If You don't, We reserve the right to charge interest at either 1.5% per month or the maximum amount permitted under applicable law, whichever is lower.

iii. Please pay Us fully! If You don't, in addition to paying the unpaid royalty and any applicable interest for late payment, You will be charged Our actual costs of reviewing Your records if You underpaid by 10% or more.

iv. You must keep complete and accurate records sufficient to confirm Your compliance with this agreement, including the calculations of amounts due, for a period of three (3) years after each royalty period. In other words, if You have revenue from Licensed Works in 2024, You'll need to keep those records through January 1, 2028.

v. If We ask, You will provide Us with copies of Your records relating to revenue earned from Your Licensed Works, including those records You used to calculate the amount of royalties due to Us, so We can confirm the calculations of those amounts and audit Your royalty payments. If any mistakes were made, You agree to promptly pay Us the amount that was not paid, plus any interest due.

COMMENTS:

We want to be crystal clear about this. Royalties are due only on revenue above \$750,000. If You make \$750,001 on Licensed Works in 2024, You will owe Us a grand total of 25 cents (or 20 cents if You funded Your product through Kickstarter). We know this calculation can get more complicated if You have some works funded through Kickstarter and others that aren't, but please don't stress about it; if You have questions about Your particular situation, reach out to Us at [EMAIL] and We'll work through them together.

VIII. FUNDRAISING. We don't object to You crowdfunding for Your Licensed Works, but We need to address concerns about overreaching and prevent the funding of infringing products. Because of that, this section has very specific requirements. If You are planning on crowdfunding, You must read this whole section carefully, and be sure You are fully compliant with it. A. You may crowdfund, provided:

i. You may only crowdfund the production of Licensed Works.

ii. No infringing materials are given out as perks or rewards.

B. The primary product for Your campaign must be a Licensed Work, such as a campaign setting. You may have stretch goals that are not Licensed Works, provided they do not infringe upon Our intellectual property. For example, a dice set

with Your company's original logo (but not one with Ours) is permissible. You may also have stretch goals that would otherwise qualify as Licensed Works, such as modules and adventures. Those additional modules and adventures do not have to be registered separately with Us unless and until You decide to sell them separately from the campaign.

C. Your entire campaign, including stretch goals, is considered one product for the purposes of the royalty threshold: if Your campaign raises \$750,001 or more, You pay royalties on that last dollar, because the product You are crowdfunding exceeds the \$750,000 revenue threshold. That said, revenue for any "add-on" material that backers separately purchase is not considered "Qualifying Revenue" unless the add-on is also a Licensed Work. Some examples may help make this clearer:

i. Bruenor Battleaxe, author of *Throwing Blades* (a 5e Sourcebook), and *Blocking Blades* (a 5e Campaign) made a lot of money on those publications last year. Given how well *Throwing Blades* did, Bruenor decides to crowdfund for *Blades II: Electric Boogaloo*. He includes miniature replica blades as a stretch goal and has a backer-tier that grants access to all stretch goals. The replica blades are not Licensed Works (because they aren't text-printed or printable) but all revenue from that backer-tier still counts as Qualifying Revenue.

ii. Bruenor runs the same campaign and includes the same miniatures, but makes them available as add-ons for separate purchase. Because the miniatures are not Licensed Works and are being purchased separately, none of the revenue from those purchases is Qualifying Revenue.

iii. Bruenor runs the same campaign, but in addition to the miniatures he also includes his other supplements – *Throwing Blades* and *Blocking Blades* – as separately purchasable add-ons. Because *Throwing Blades* and *Blocking Blades* are Licensed Works, revenue from purchases of them as add-ons is Qualifying Revenue.

iv. Bruenor runs the same campaign, and includes all of the same add-ons – but this time offers it as a bundle: the miniatures and the supplements for one price. Because the supplements are Licensed Works, all of that revenue counts as Qualifying Revenue.

IX. WARRANTIES AND DISCLAIMERS. You represent and warrant that:

A. You are over 18 years of age or, if younger, have had Your parent or guardian review these terms and agree to them on Your behalf.

B. You have power, the authority, and the right to enter into this agreement and perform the obligations it asks of You.

C. If We require additional paperwork or documentation from You in connection with a Licensed Work, You will provide it to Us as soon as possible.

D. You will comply with any other requirements We have related to this agreement, such as registering or creating an account with Us.

E. Your Licensed Works do not and will not infringe any third party's intellectual property rights or any of Our rights not licensed to You via this agreement or any other.

F. You will not state, suggest, or imply that Your Licensed Works are endorsed by, or associated with, Us, except that You must apply the Creator Product badge to indicate that Your Licensed Works are compliant with this agreement.

G. You will not violate the law in any way relating to this agreement or Your Licensed Works.

H. You will not use any of the content or works covered by Section I for any harmful, discriminatory, illegal, obscene, or harassing purposes.

I. You will not do anything that could harm Our reputation, that of Dungeons & Dragons, or the reputation of the Licensed Content or Unlicensed Content. For purposes of clarity, this provision does not apply to criticism of Wizards of the Coast, Dungeons & Dragons, or the Licensed Content or Unlicensed Content that does not independently violate these provisions.

J. You will not attempt to circumvent or go around this agreement in any way, such as by creating separate entities to try to evade payment of royalties.

X. TERMINATION. This agreement may be modified or terminated.

A. Modification: This agreement is, along with the OGL: Non-Commercial, an update to the previously available OGL 1.0(a), which is no longer an authorized license agreement. We can modify or terminate this agreement for any reason whatsoever, provided We give thirty (30) days' notice. We will provide notice of any such changes by posting the revisions on Our website, and by making public announcements through Our social media channels. B. Termination:

i. We may terminate the agreement immediately if:

a. You infringe upon or misuse any of Our intellectual property, violate any law in relation to Your activities under this agreement, or if We determine in Our sole discretion that You have violated Section VIII.G or VIII.H. To be clear, We have the sole right to decide what conduct violates Section VIII.G or Section VIII.H and You covenant and agree that You will not contest any such determination via any suit or other legal action. To the extent necessary and allowed by law, You waive any duty of good faith and fair dealing We would otherwise have in making any such determination.

b. You breach any other term or condition in this agreement, and that breach is not cured within thirty (30) days of Our providing You notice of the breach by communicating with You as provided in Section XV.A.

c. You bring an action challenging Our ownership of the Licensed Content, Unlicensed Content, or any patent or trademark owned by Wizards of the Coast.

ii. You may terminate this agreement at any time by (1) ceasing all distribution of all Your Licensed Works, or by ceasing all sales of all Your Licensed Works and making such works available for free under a license with terms equivalent to those in the OGL: Non-Commercial; and (2) providing Us with written notice.

COMMENTS:

We know this may come off strong, but this is important: If You attempt to use the OGL as a basis to release blatantly racist, sexist, homophobic, trans-phobic, bigoted or otherwise discriminatory content, or do anything We think triggers these provisions, Your content is no longer licensed. To be clear, We want to, and will always, support creators who are using the OGL to help them explore sensitive subjects in a positive manner, but We will not tolerate materials We consider to be in any way counter to the spirit of D&D. Additionally, You waive any right to sue over Our decision on these issues. We're aware that, if We somehow stretch Our decision of what is or is not objectionable under these clauses too far, We will receive community pushback and bad PR, and We're more than open to being convinced that We made a wrong decision. But nobody gets to use the threat of a lawsuit as part of an attempt to convince Us.

C. Upon Termination:

i. Upon termination of this agreement by Wizards of the Coast, You will cease all sales and distribution of Your Licensed Works in exchange for any form of revenue.

ii. Your obligation to pay royalties survives the termination of the agreement. So do the following provisions: Sections III, VI, VIII, and X-XIII.

XI. INDEMNITY. If You get in legal trouble, or get Us in legal trouble, here's what will

happen:

A. If We are on the receiving end of any legal claims, fees, expenses, or penalties related to Your Licensed Works, You are responsible for paying all Our costs, including attorneys' fees, costs of court, and any judgments or settlements.

B. If a claim is raised against You in connection with a Licensed Work, and You aren't defending such a claim to Our satisfaction, We have the right, but not the obligation, to take over the defense of that claim against You. If We do so, You will reimburse Us for Our costs and expenses related to that defense.

C. We may, at Our discretion, seek to intervene in a case brought against You in order to join in the defense of the claims, while leaving You and Your counsel in charge of Your own defense. If We do so, We will defend at Our own expense and cost. As for Our IP, that's Ours to defend – You don't have any obligation to defend Dungeons & Dragons IP Yourself, and in fact wouldn't have standing (the legal right) to do so even if We wanted You to.

XII. OTHER PRODUCTS. Sometimes, great minds think alike. We can't and won't cancel products out of fear that they'd be viewed as "similar to" Licensed Works. Therefore:

A. Nothing prohibits Us from developing, distributing, selling, or promoting something that is substantially similar to a Licensed Work.

B. You own the new and original content You create. You agree to give Us a nonexclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license to use that content for any purpose.

C. For clarity, nothing contained in this Section impacts Your agreement that Our Licensed Content, Unlicensed Content, and anything else You are not otherwise expressly authorized to use, under the terms of this agreement or any other agreement, remains Our sole property.

XIII. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING THE PERMITTED CONTENT "AS IS" AND MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING YOUR USE OF THE PERMITTED CONTENT EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. YOU BEAR ALL RISK OF USING THE PERMITTED CONTENT AND SUCH USE IS SOLELY AT YOUR OWN DISCRETION AND RISK.

XIV. LIMITATION OF LIABILITY. We have no liability to You for any types of damages in connection with Your use of the Licensed Content, including without limitation any indirect, consequential, special, punitive, or exemplary damages, so long as Our conduct at issue was not grossly negligent or intentional.

COMMENTS:

We're giving You a license, not agreeing to take on potential liability when We do so. To be honest, We're not really sure what We could do while making Dungeons & Dragons content available to You that could ever be "grossly negligent," but Our lawyers say We need to include that last clause under Washington law, so in it goes.

XV. MISCELLANEOUS.

A. Notices. Any notices You send to Us must be sent to Us via email to and any notices We send to You have to be sent to You via email to the email address You provide when You register products with Us as provided under Section V.A. It is Your responsibility to update Your registration information if Your email address changes.

B. Entire Agreement and Disclaimer of Reliance. This agreement governs Your use of the Licensed Content and unless otherwise stated in this agreement; any prior agreements between Us and You are no longer in force. This agreement consists only of the terms expressly included herein, and not any matter not expressly included herein. For purposes of clarity, the introduction preceding the agreement and the comments and explanations accessible through links within

the body of this agreement are not a part of this agreement and have no legal force or effect. In accepting this agreement, You represent and warrant to Us that You have relied only on the terms of the agreement and the advice of Your own counsel, if any; You have not relied on anything that is not expressly a part of this agreement.

C. Updates and/or Amendments by Wizards of the Coast. It may be necessary for Us to update and/or amend this agreement in the future and We reserve the right to do so. If We do, and You are already registered under this license, We will send notice to You. You have the right to either proceed under the terms of the updated/amended agreement or follow the provisions of Section IX for Termination.

D. No Waiver of Rights. If We fail to exercise any right We have under this agreement, that failure will not prevent Us from exercising that right in the future.

E. Assignment. The rights granted to You under this agreement are granted solely to You and You may not transfer those rights to another person or entity, unless We give You written permission to do so. We, in Our sole discretion, will determine whether to allow You to transfer the rights granted to You.

F. Severability. In the event that any part of this agreement is held to be unenforceable or invalid for any reason, the balance of this agreement will be enforced, as if that part which is unenforceable or invalid, did not exist.

G. Governing Law/Jurisdiction/Class Action Waiver. This agreement and all matters relating to its interpretation and enforcement will be governed by the laws of the State of Washington, and any disputes arising out of or relating to this agreement will be resolved solely and exclusively through individual litigation, and each party hereto irrevocably waives the right to participate in any class, collective, or other joint action with respect to such a dispute. You consent to the exclusive jurisdiction and venue of the federal and state courts located in King County, Washington for the resolution of any dispute arising out of or relating to this agreement.

H. Waiver of Jury Trial. We and You each waive any right to a jury trial of any dispute, claim or cause of action related to or arising out of this agreement.

I. Review by Counsel. You agree that You have reviewed this agreement carefully and have had ample opportunity to obtain advice as to the meaning of the terms and agreements contained herein from such advisors, including attorneys, as You deemed appropriate or necessary.