

Darrington Press Community Gaming License

This Community Gaming License (“License”) describes how you (“you”) can use certain content owned by Darrington Press, LLC (“DRP”) in your own creations. By exercising the Licensed Rights (defined below), you accept and agree to be bound by the terms and conditions of this License. You should read and understand the terms of this License before adapting or sharing any content belonging to DRP. In this License, you and DRP may be referred to together as the “parties” and individually as a “party.”

1. Definitions.

- 1.1. “DRP Games” means the role-playing game(s) offered by DRP titled *Illuminated Worlds Standard Resource Document (SRD)*, *Candela Obscura*, and *Daggerheart*.
- 1.2. “Licensed Rights” means the rights that you are being permitted to use by agreeing to the terms and conditions of this License.
- 1.3. “Licensed Content” means: (a) game rules (but not a copy/paste of rulebook content), mechanics, systems, toolsets, reference cards, and stat blocks; and (b) the names and attributes of game characters, settings, locations, monsters, classes, subclasses, and races featured in DRP Games. This term excludes all Prohibited Content.
- 1.4. “DRP Published Content” means content released by DRP or its related companies, Critical Role Productions, LLC and Critical Role, LLC (together, “Related Companies”) in any published works (print and digital) including without limitation in promotional material or in video, audio, or audiovisual media (for example, podcasts, streams on streaming sites such as Twitch, YouTube videos, and television episodes).
- 1.5. “Prohibited Content” means all of the following published or used in connection with the DRP Game or by DRP or its Related Companies generally, unless such content is expressly addressed elsewhere in this License: (a) trademarks, logos, trade dress, trade names, and service marks; (b) videos, trailers, audio sounds, music, video games, comic books, novels, artwork, visual images, illustrations, drawings, graphics, imagery, plots, storylines, published work titles, and maps; (c) the exact text of manuals, guides, handbooks, and rulebooks; and (d) DRP Published Content, unless such content is explicitly identified in writing by DRP as being Public Game Content.
- 1.6. “Public Game Content” means Licensed Content and any additional content that is explicitly and clearly identified in writing by DRP as Public Game Content, but specifically excludes all Prohibited Content.
- 1.7. “Adaptive Content” means content that is derived from or based on Public Game Content or in which the Public Game Content is translated, altered, rearranged, transformed, or otherwise modified.
- 1.8. “Share” means to provide content to the public by any means or process including without limitation by way of reproduction, public display, public performance, distribution, dissemination, or communication, as well as making content available to the public by any means or process. The word “public” includes, without limitation, any person or entity other than you. For example, “public” would cover other participants in your personal gaming group or members of a DRP subreddit.
- 1.9. “Permitted Formats” means: (a) physical print and digital print formats in the form of supplements, manuals, books, stories, novels, and cards; (b) live-streaming and video on sites such as Twitch.tv, YouTube, and TikTok; and (c) podcasts. This term excludes, without limitation, film, television,

video games, and any other audiovisual medium not expressly permitted.

From time to time we will make available DRP Games that we are still testing and developing (collectively "Beta Games"). Materials for Beta Games are described as alpha, beta, demo, demonstration, evaluation, trial, early access, or preview (or some other words which impart a similar meaning). For Beta Games, option (a) under Permitted Formats are not permitted. For example, you can live-stream gameplay from Beta Games, but you cannot distribute written content such as supplements or novels adapted from Beta Games.

2. Scope.

2.1. License. Subject to the terms and conditions of this License, DRP grants you a worldwide, royalty-free, non-transferable, non-exclusive license to exercise the following Licensed Rights in the Public Game Content solely in the Permitted Formats and as further limited for Beta Games as specified in Section 1.9: (a) reproduce and Share the Public Game Content in whole or in part; and (b) produce, reproduce, and Share Adaptive Content.

2.2. No downstream restrictions. You may not impose any additional or different terms or conditions on the Public Game Content you Share or on the Public Game Content that is contained in Adaptive Content, in the event that you decide to grant a license in the Adaptive Content.

2.3. No endorsement. Nothing in this License constitutes permission to assert or imply that you or your use of the Public Game Content is connected with or sponsored by or endorsed by DRP and Critical Role.

2.4. Other rights. This License does not license or give any rights to any of the following: (a) moral rights of authors as defined in the U.S. Copyright Act; (b) publicity, privacy, or other similar personality rights; and/or (c) rights related to Prohibited Content.

2.5. Use of Name Marks. DRP holds registered trademarks in the names identified on the Name Mark List attached to this License (the "Name Marks"). You are authorized under the License to Share Adaptive Content that includes any of the Name Marks, subject to the following additional restrictions which you are automatically deemed to have accepted if you use any Name Marks in any Adaptive Content:

- (a) Name Marks cannot be used in the title of a work or a chapter title; and
- (b) Name Marks cannot appear on the front cover of any work

3. Ownership. The Public Game Content and Prohibited Content is and will at all times remain the property of DRP, and DRP may use, distribute, modify, and adapt the Public Game Content and the Prohibited Content at any time for any purpose.

4. Attribution.

4.1. Non-commercial. If you Share any Public Game Content or Adaptive Content, you must include the following information in the materials that are being Shared by you:

- (a) a copyright notice in the format specified in Section 4.3 below;
- (b) an attribution statement identifying the Public Game Content and stating that DRP is the creator of the Public Game Content;
- (c) a hyperlink to the Public Game Content or the URL where it can be found to the extent reasonably practicable;
- (d) a statement that the Public Game Content is licensed under this License and a hyperlink

- to this License or the URL where it may be found;
- (e) a statement indicating whether you have modified the Public Game Content and whether there were any previous modifications by you or others.

A sample non-commercial attribution notice is provided below, as an example only.

Copyright	This product was created using the Darrington Press Community Gaming License. The <i>Illuminated Worlds Standard Resource Document</i> is owned and copyrighted by Darrington Press, LLC. All rights reserved.
Attribution	This product is based on the following Public Game Content created and owned by Darrington Press: <i>Illuminated Worlds Standard Resource Document</i> , Darrington Press, LLC, 2023, available at https://darringtonpress.com/ . If using Adaptive Content: This product is Adaptive from or based on content created and owned by Darrington Press. <i>Candela Obscura</i> , Darrington Press, LLC, 2023, available at https://darringtonpress.com/ .
License	The Public Game Content identified above is licensed via the Darrington Press Community Gaming License, available at https://darringtonpress.com/ .
Modification	The Public Game Content has been modified by the author. There were no previous modifications by others.

4.2. Commercial. If you Share any Public Game Content or Adaptive Content commercially (i.e., in exchange for compensation), in addition to complying with Sections 4.1(a)-(e) above, you agree to include the following additional information:

(f) Published Material

- a. On the front cover, a Darrington Press Community Content logo, which can be found at the URL <https://darringtonpress.com/license/>, using the correct logo for any Adaptive Content featured.
- b. On the title page, along with the Copyright Notice and Attribution - a statement as follows: "Darrington Press™ and the Darrington Press authorized work logo are trademarks of Darrington Press, LLC and used with permission."

(g) if audio/video work

- a. On the material, the copyright and attribution must be visible for a time, or read in its entirety.

4.3. Copyright Notice: *This product was created using the Darrington Press Community Gaming License. Illuminated Worlds Standard Resource Document is owned and copyrighted by Darrington Press, LLC. All rights reserved.*

4.4. If you Share Adaptive Content that you produce, any license that you apply with respect to use by the public of that Adaptive Content must not prevent users of the Adaptive Content from complying with this License.

5. Release of Infringement Claims. While DRP does not intend to copy anyone's Adaptive Content, it does not want to get sued if DRP releases its own content that happens to be similar to Adaptive Content being offered by someone else. For that reason, in exchange for allowing you to exercise the Licensed

Rights, you agree that you waive the right to sue DRP for future alleged infringements of your Adaptive Content, unless DRP has copied your Adaptive Content identically.

- 5.1. You agree that DRP has the right to develop, acquire, license, sell, exploit, and Share materials, products, and content that are substantially similar to or otherwise compete with your Adaptive Content; provided, however, that DRP agrees it will not identically copy your Adaptive Content.
- 5.2. You, on behalf of yourself and any affiliates, successors and assigns agree to fully and forever release and discharge DRP and its owners, officers, directors, employees, assigns, agents, affiliates and representatives from any and all known and unknown claims including all future claims that you may or may not be aware of at the time that you create your Adaptive Content that DRP has infringed or is infringing any rights you may hold in any Adaptive Content, except where DRP has identically copied your Adaptive Content. For the avoidance of doubt, your release in this paragraph includes claims that may arise in the future due to the later actions of a party or parties.
- 5.3. You covenant and agree that you will not bring or assert any action, claim or cause of action in any jurisdiction or forum against DRP asserting a claim released by this License.
- 5.4. DRP may plead this License as a complete defense and bar to any actions, claims, and demands which have been released by you under this License, and, in the event that you bring such a barred action, claim, or demand, you agree to defend and indemnify and hold DRP harmless from and against any and all costs and expenses arising therefrom (including reasonable attorneys' fees and expenses, whether or not litigation is actually commenced).
- 5.5. You specifically understand, acknowledge, and agree that this is a full and final release which applies to any and all of the claims released herein whether known or unknown and whether past, present, or future. You hereby expressly waive any right or benefit of the provisions of Section 1542 of the California Civil Code, the text of which is set out below, and any comparable law or statute elsewhere in the world, as well as waiving all federal, state, and common-law statutes or principles of similar effect:

California Civil Code § 1542: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. Warranties by You. You represent and warrant as follows:

- 6.1. You are over 18 years of age or, if younger, you have had your parent or guardian review this License and agree to its terms on your behalf.
- 6.2. You have the power, authority and right to enter into this License and to carry out the obligations you have agreed to undertake herein.
- 6.3. You will comply with all laws, rules, and regulations applicable to the Public Game Content and any Adaptive Content.
- 6.4. You will not state, suggest, or imply that your Adaptive Content is endorsed or sponsored by or associated with DRP, except that you will include any attribution statement required by this License with your Adaptive Content.
- 6.5. You will not exercise the Licensed Rights in a way that is bigoted, discriminatory, prejudiced to

any real world groups, illegal, obscene, or harassing, as determined by DRP in its sole discretion.

6.6. You will not exercise the Licensed Rights in any way that could violate or infringe the intellectual property rights of DRP or any third party.

6.7. You will not bring any action challenging DRP's ownership of any Public Game Content or Prohibited Content.

7. Disclaimer of Warranties and Limitation of Liability.

7.1. DRP OFFERS THE PUBLIC GAME CONTENT AS-IS AND AS-AVAILABLE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PUBLIC GAME CONTENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER. THIS INCLUDES WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT KNOWN OR DISCOVERABLE. YOU BEAR ALL RISK OF USING THE PUBLIC GAME CONTENT, AND SUCH USE IS SOLELY AT YOUR OWN RISK.

7.2. IN NO EVENT SHALL DRP BE LIABLE TO YOU ON ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES; LOST PROFITS, LOST GOODWILL, OR LOSS OF BUSINESS OPPORTUNITY; OR FOR OTHER LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF THIS LICENSE, USE OF THE PUBLIC GAME CONTENT, OR ANY ADAPTIVE CONTENT, EVEN IF DRP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES, OR DAMAGES. IN NO EVENT SHALL DRP BE LIABLE TO YOU FOR ANY AMOUNTS EXCEEDING \$1,000 OR THE NET PROFITS YOU HAVE EARNED FROM SALES OF YOUR ADAPTIVE CONTENT IN THE PRIOR CALENDAR YEAR, WHICHEVER IS GREATER.

7.3. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability by DRP.

8. Indemnification. You agree to defend, indemnify, and hold DRP and its owners, officers, directors, employees, assigns, agents, affiliates, and representatives harmless from and against any liability, claims, actions, demands, and damages (including attorneys' fees and costs) arising from or relating to: (a) your exercise of the Licensed Rights; (b) use or Sharing of any Public Game Content or Adaptive Content; (c) breach or alleged breach of your representations and warranties herein; and (d) your negligence or willful misconduct.

9. Term and Termination.

9.1. This License applies for the term of the copyrights in Public Game Content used or Shared by you. However, if you fail to comply with this License or do not accept any amended License terms, then, except as limited in Section 11.3 below, your rights under this License terminate automatically and without notice.

9.2. You may terminate this License for any reason by ceasing all use and Sharing of Public Game Content and Adaptive Content.

9.3. DRP may stop distributing the Public Game Content at any time; however, doing so will not automatically terminate this License.

9.4. On termination of this License, you agree to immediately cease exercising any Licensed Rights and Sharing any Public Game Content and Adaptive Content.

9.5. Sections 1, 3, 5, 6, 7, 8, 9, 10 and 12 survive termination of this License.

10. Limitation Period on Claims. All claims arising from or relating to this License must be brought no later than one year after such claim arose or the party having such claim shall be deemed to have waived and forever released it. A claim based on a claim by a third party shall be deemed to have arisen at the time that the party asserting the claim first became aware of it.

11. Amendments or Revisions to License.

11.1. DRP may modify or revise the License at any time in its sole discretion by posting the amended License on its website located at <https://darringtonpress.com/> and announcing the change on at least one of DRP's social media channels. The modification or revision will become effective after such postings. DRP will indicate on the License the date it was last amended. You are responsible for checking the License regularly for changes, and you waive any right to receive specific notice of changes.

11.2. Except as limited by Section 11.3 below, your continued Sharing of Public Game Content or Adaptive Content after a License modification confirms your acceptance of any changes to the License, and, except as expressly limited in Section 11.3 below, you will be bound by such revised terms even if you did not receive specific notice of the changes and even if you failed to check the License regularly for changes. If you do not accept such changes, the License will terminate as described in Section 9.1.

11.3. If you are distributing Adaptive Content or have taken substantial steps in the production of Adaptive Content at the time DRP issues a License amendment, you will be permitted to continue distributing that exact Adaptive Content ("Existing Adaptive Content") under the terms of the License that was in place prior to the amendment even if you do not agree to the License as amended. The prior License version will continue to cover such Existing Adaptive Content. However, you agree that any modified version of such Existing Adaptive Content or derivative work thereof or new creation of Adaptive Content (collectively "New Adaptive Content") will be subject to the amended License, and your use of any New Adaptive Content after the effective date of any amended License shall automatically be deemed to be an agreement by you to the terms and conditions of the amended License with respect to any exploitation by you of the New Adaptive Content.

12. Other Terms and Conditions.

12.1. DRP will not be bound by any additional or different terms or conditions communicated by you unless expressly agreed in a writing that is signed by DRP.

12.2. This License sets forth the entire current agreement of the parties with respect to its subject matter, supersedes any previous or contemporaneous oral or written agreements regarding such subject matter and can only be amended or modified by DRP.

12.3. To the extent possible, if any provision of this License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this License without affecting the enforceability of the remaining terms and conditions of this License.

- 12.4. Unless expressly agreed to by DRP, no term or condition of this License will be waived and no failure by you to comply will be deemed to have been consented to by DRP.
- 12.5. You agree that you have carefully reviewed this agreement, that you understand its terms, that, if desired, you have sought legal advice with respect to this agreement, and that you have relied wholly on your own judgment and knowledge in entering into this agreement.
- 12.6. This License shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflict of laws that would cause the laws of any other jurisdiction to apply.

Name Mark List

ILLUMINATED WORLDS
CANDELA OBSCURA
DAGGERHEART