Indie Audio:

Making Great Sounding Games on a Budget

Richard Ludlow
Audio Director, Hexany Audio



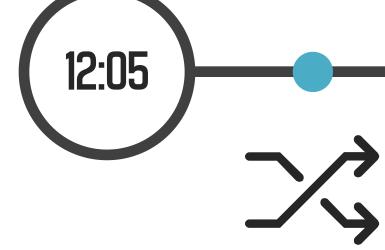
Session Overview

What will we be covering?



Agreements

Work for Hire, Exclusive, and Non-Exclusive agreements.



Interactivity

What makes great game audio and why should you care?



Budgets

"What do you charge?"
Cost breakdowns for audio.

12:30

About Me Where I'm coming from



Richard Ludlow
Audio Director

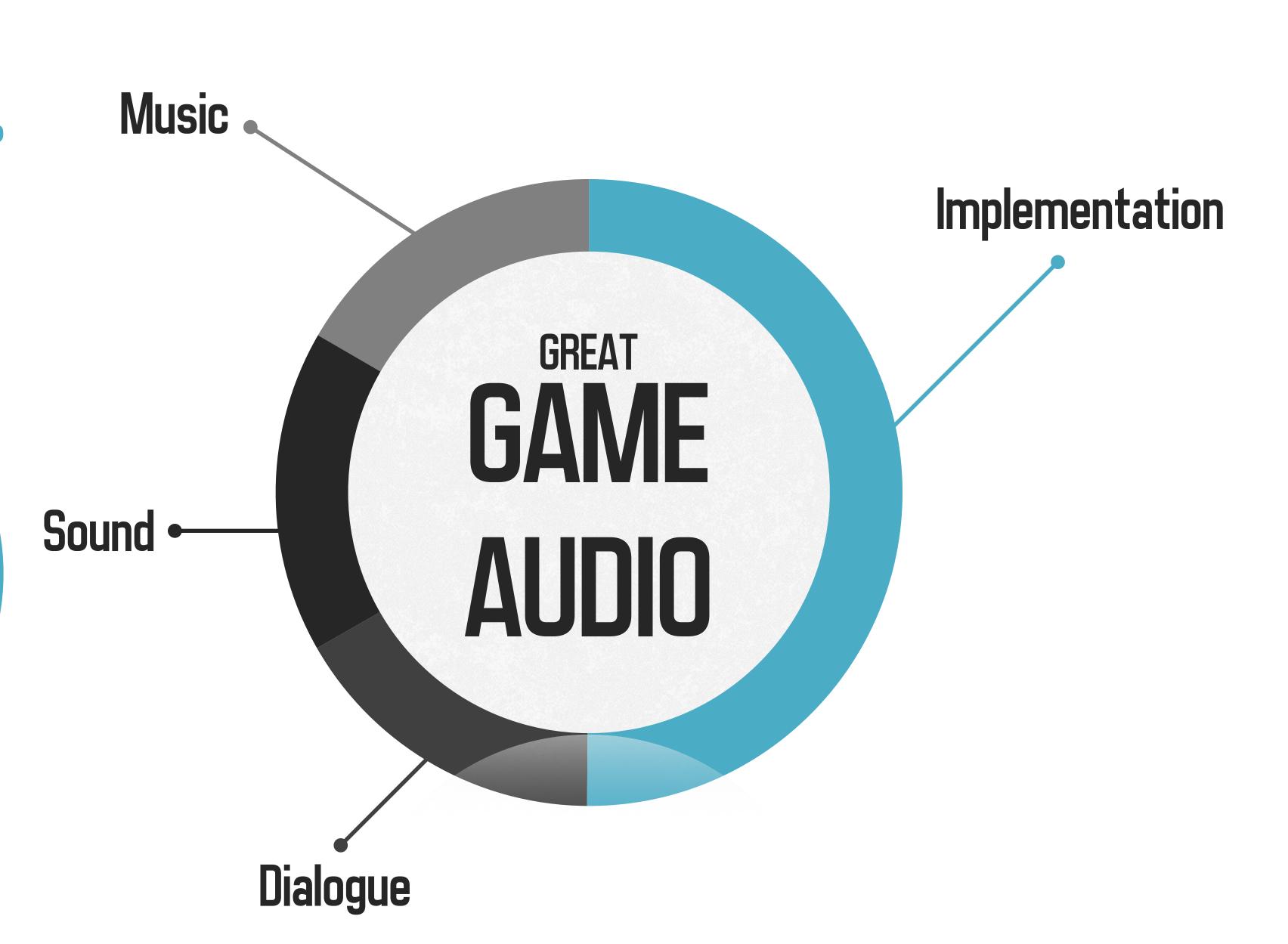


The Basics

How do we define "great" game audio?

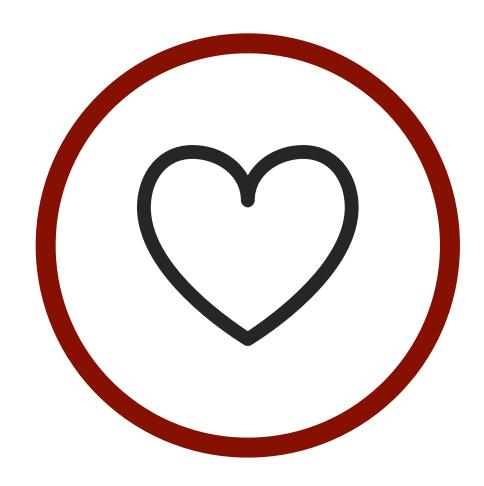
INTERACTIVITY & ADAPTABILITY

Linear music and sound is for linear media. Games *require* a dynamic experience to be compelling, and audio is no exception.



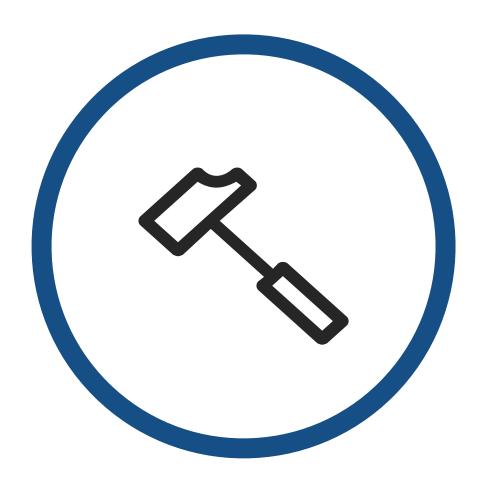
The Importance of Audio

And why should you care?



Audio is the psychological key. Great audio is the driving force behind the emotional impact of a game.

Emotional



Functional

Great audio supports both the narrative, player actions, and visual aesthetic. It's gives the game the "feel good" factor.



Memorable

Iconic music, sound, and dialogue will stick with a player for a lifetime, creating an unforgettable experience.

Interactivity



What is interactive music?

Music that changes dynamically based on control input

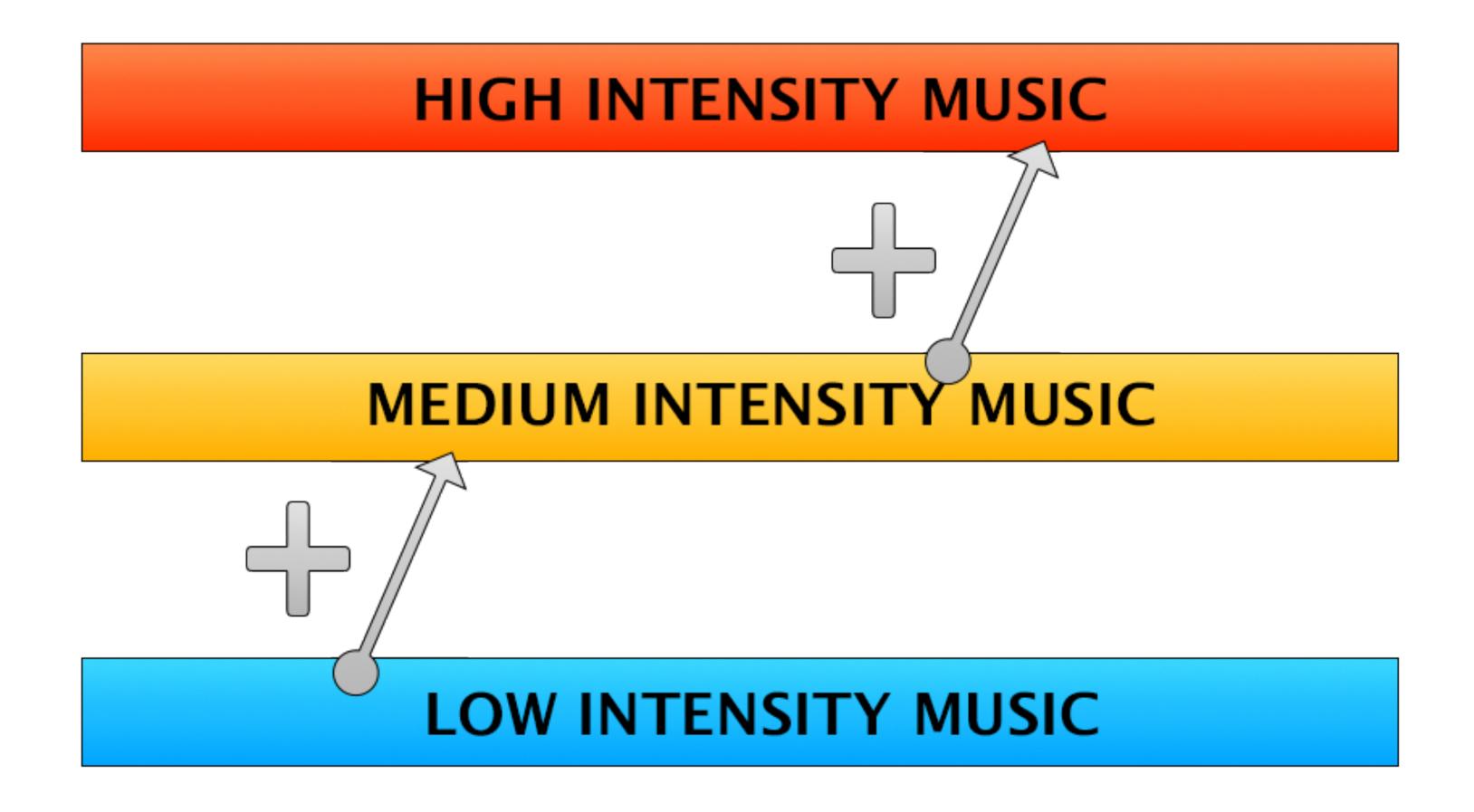




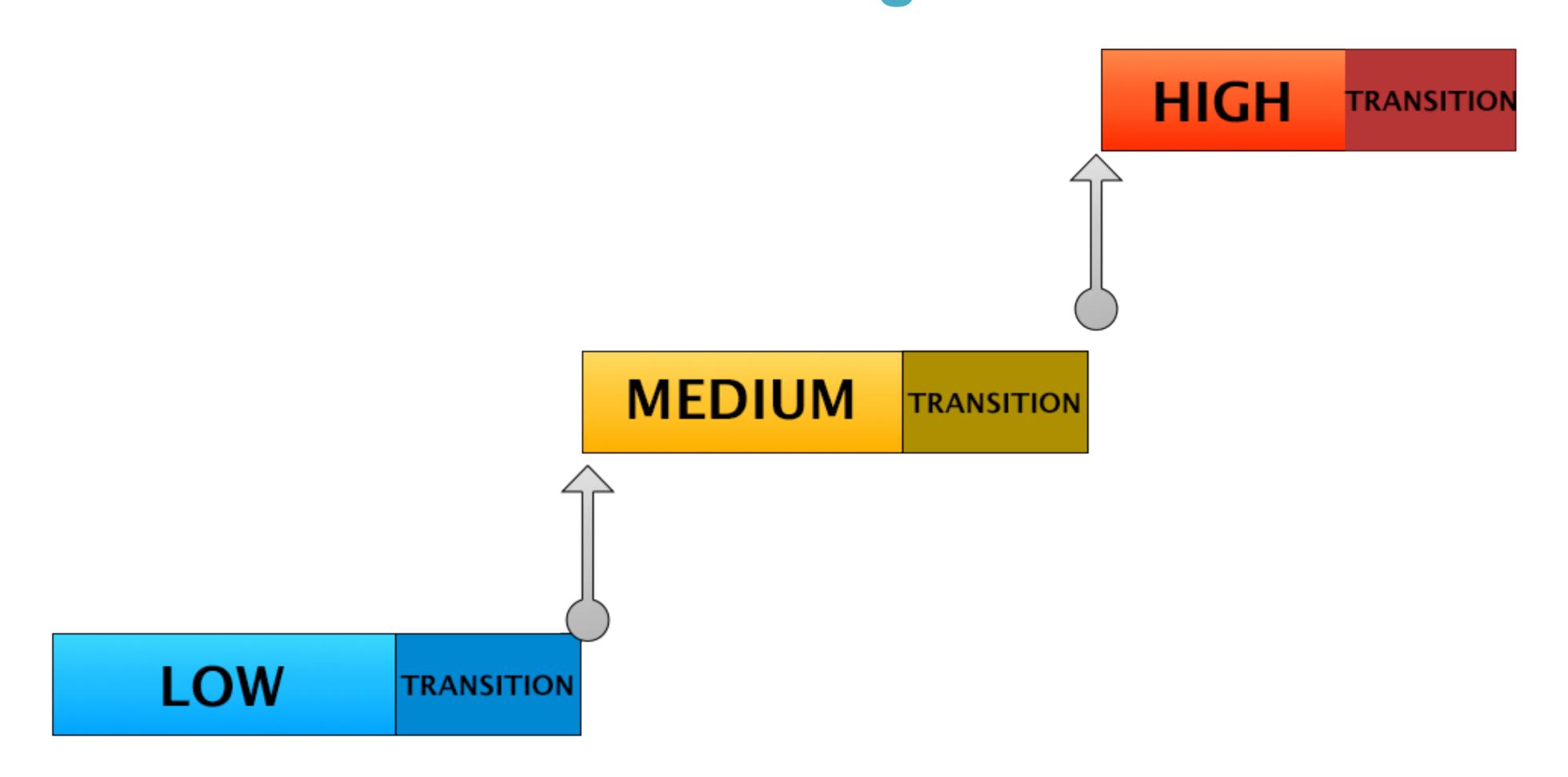
- B Branching
- G Generative



Interactive Music: Layering



Interactive Music: Branching



Why use interactive music?

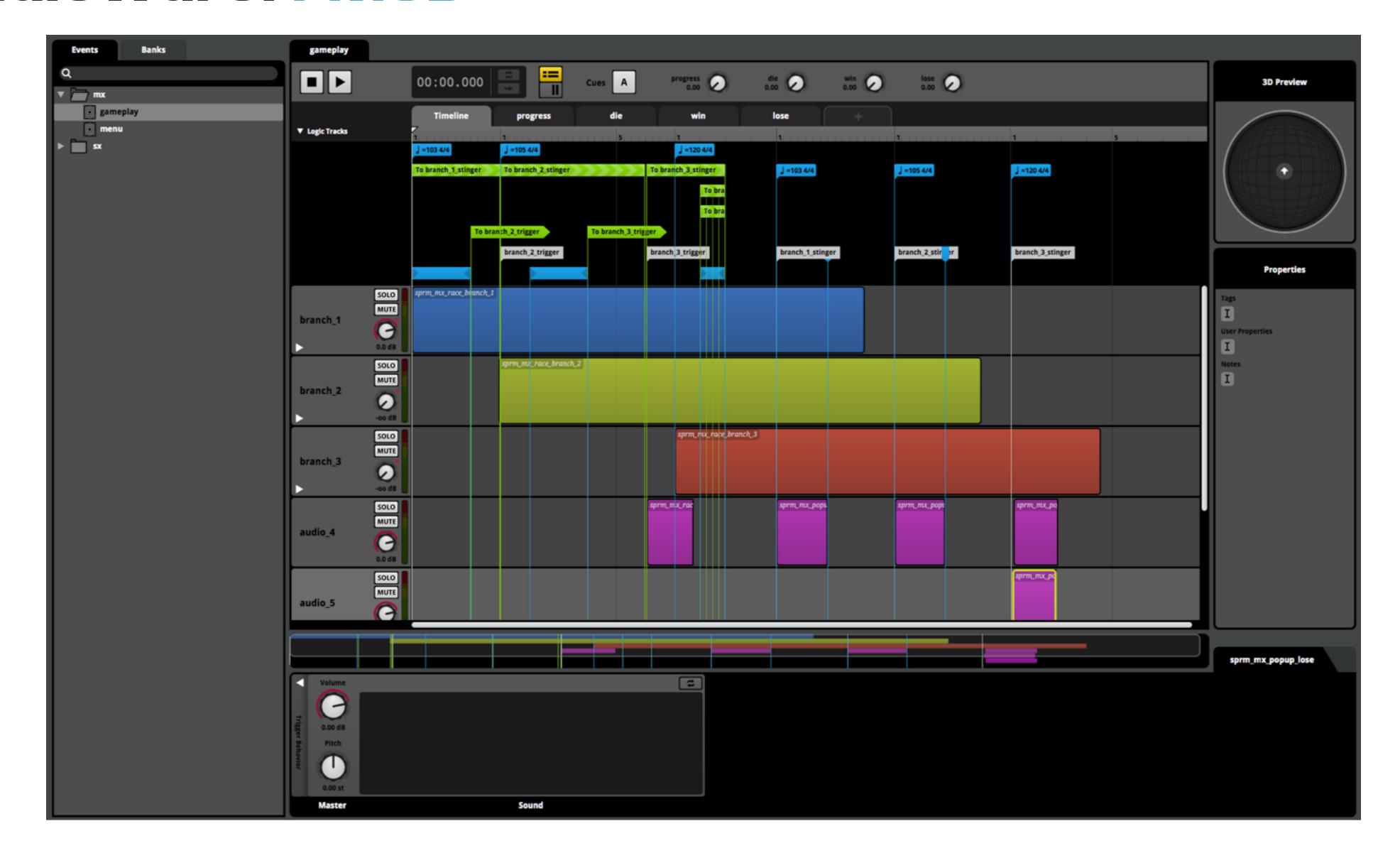
Improve gameplay, reduce cost

- A
- More immersive and dynamic player experiences
- B Extended track longevity
 - Better replay value
 - Greatest value from each individual minute of music

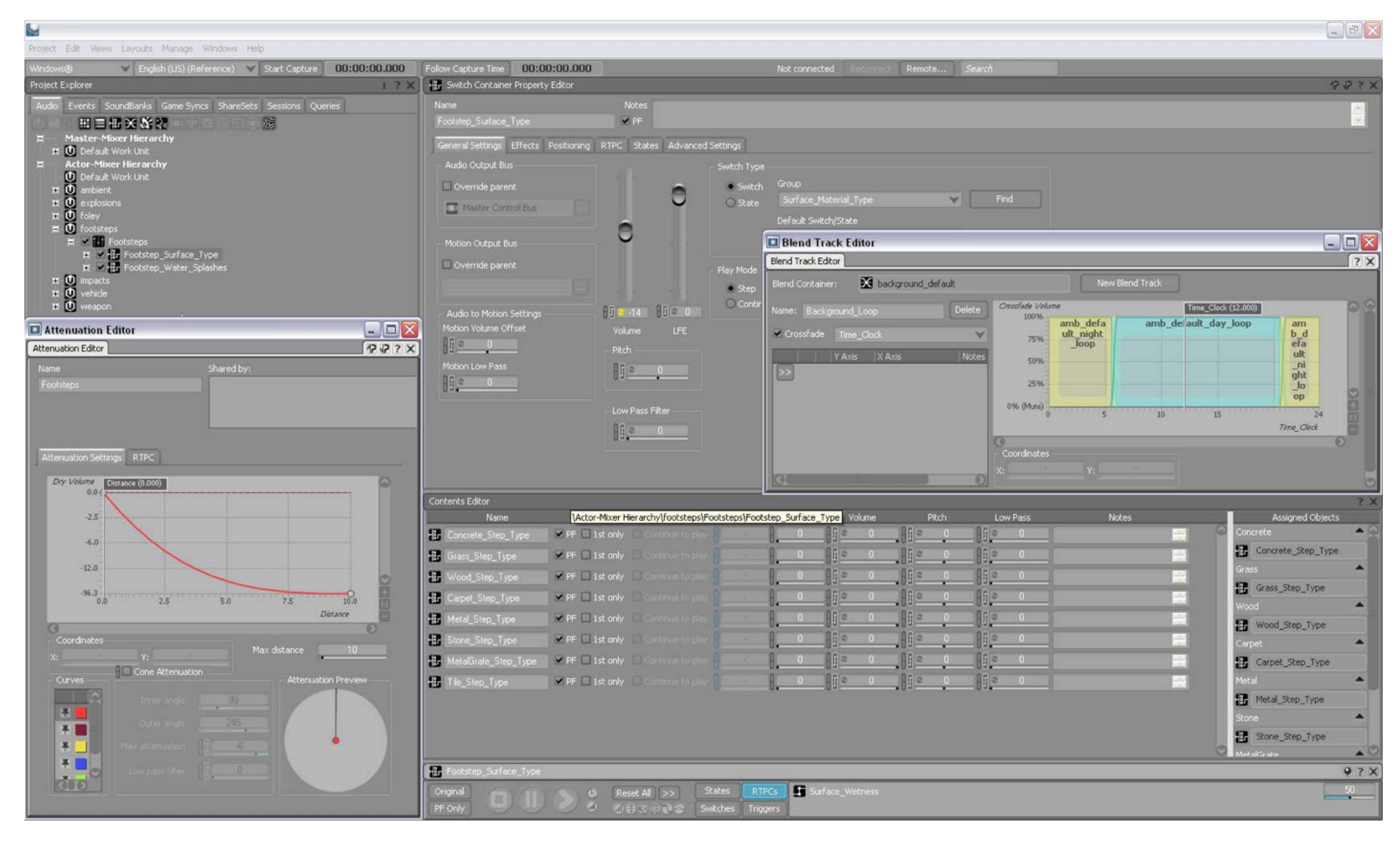




Middleware: FMOD



Middleware: Wwise



Agreements



Purpose of a Contract

Key elements in all contract types



Who owns the copyright?



How much are you paying?



What is being delivered?



What are the developer's usage rights?



What are the delivery milestones?



What are the creator's usage rights?

Agreement 1: Work for Hire

Developer obtains most of the rights (AKA "Buyout")

- Developer obtains most of the rights associated with "The Work"
- B Developer can use the audio (usually) however desired
- Developer has the exclusive right to use the audio
- More expensive than a license agreement



Agreement 2: Non-Exclusive License

Audio contractor retains most of the rights

A

Don't be afraid of these!



Can save you a LOT of money (\$\$\$)

Great was custom a

Great way to obtain quality custom audio at a lower cost



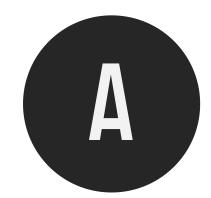
Audio contractor can license the music to anyone else

Can still have unrestricted use of the audio in your project



Agreement 3: Exclusive License

The compromise



Audio contractor retains complete ownership of the audio



Sometimes time-based (1-5 years)



Developer obtains exclusive right to use audio in project as desired



A healthy balance of price and control



Sometimes industry specific



WORK MADE FOR HIRE AGREEMENT

- 1	"Agreement") is effective as of, 20 ("Effective reinafter referred to as the "Company"), a California
corporation located at	, and Composer Y (hereinafter referred to as
"Contractor"), an individual residing at	·
In consideration of the mutual covena	ants herein contained, the parties hereby agree as follows:
1 Services	

- Services.
- (a) Contractor shall create audio content as determined by Company from time to time in a manner consistent with the outlines, explanations, and designs established by the Company (hereinafter "Services").
- (b) The Contractor agrees that any work he submits to Company under this contract, when accepted and payment is honored, becomes the property of Company and Contractor further agrees and acknowledges he has no proprietary interest in any of these works. Ownership rights to any work not paid for shall be returned to the Contractor immediately.
- Term and Termination. This Agreement shall continue until terminated by either party upon 10 days' written notice, provided that termination by Contractor shall not be effective until completion of any work requested by the Company.
- Payment For Services. The Company shall pay Contractor in a manner mutually agreed upon by each party for each project contemplated. ("Payment") for Services.
- Independent Contractor. It is understood and agreed that Contractor shall perform the Services as an independent contractor. Contractor shall not be deemed to be an employee of the Company. Contractor shall not be entitled to any benefits provided by the Company to its employees, and the Company will make no deductions from any of the payments due to Contractor hereunder for state or federal tax purposes. Contractor agrees that he shall be personally responsible for any and all taxes and other payments due on payments received by him from the Company hereunder.

Warranties

Company:

- (a) Original Development. Contractor represents and warrants that all work performed by him for or on behalf of the Company, and all work products produced thereby, will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any former employer, client, or other third party.
- (b) Warranty of Expertise. Contractor represents and warrants that he is highly skilled and experienced in providing the Services required. Contractor acknowledges that the Company is relying on his skill and expertise in the foregoing for the performance of this Agreement, and agrees to notify the Company whenever he does not have the necessary skill and experience to fully perform hereunder.
- (c) Other Agreements. Contractor represents and warrants that his signing of this Agreement and the performance of his consulting Services hereunder is not and will not be in violation of any other contract, agreement or understanding to which he is a party.

Contractor:

page 1 of 3

Indemnification. Contractor shall indemnify the Company from all claims, losses and damages that may arise from the breach of any of his obligations under this Agreement.

Protection of Confidential Information

- (a) Confidential Information. For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known and that: (i) is obtained by Contractor from The Company, or that is learned, discovered, developed, conceived, originated, or prepared by Contractor during the process of providing Services to the Company, and (ii) relates directly to the business or assets of the Company. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of the Company that the Company informs Contractor, or that Contractor should know by virtue of his position, is to be kept confidential.
- (b) Obligation of Confidentiality. During the term of this Agreement with the Company, and at all times thereafter, Contractor agrees that he will not disclose to others, use for his own benefit or for the benefit of anyone other than the Company, or otherwise appropriate or copy, any Confidential Information, whether or not developed by Contractor, except as required in the lawful performance of his obligations to the Company hereunder. The obligations of Contractor under this paragraph shall not apply to any information that becomes public knowledge through no fault of Contractor.
- Ownership and Assignment of Rights. All Work Product created by Contractor shall belong exclusively to the Company and shall, to the extent possible, be considered a work made for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Company does not own such Work Product as a work made for hire, Contractor hereby assigns to the Company all rights to such Work Products, including but not limited to all other patent rights, copyrights, and trade secret rights. Contractor agrees to execute all documents reasonably requested by the Company to further evidence the foregoing assignment and to provide all reasonable assistance to the Company in perfecting or protecting the Company's rights in such Work Product.
- Duty Upon Termination of Services. Contractor shall immediately deliver to Company all Work Product created under the Agreement. Contractor shall not delete any Work Product for 6 months after expiration or earlier termination of the Agreement unless such deletion is requested by Company.
- Subcontracting and Assignment. The Agreement and the rights and obligations of Contractor hereunder may not be subcontracted, assigned or transferred by Contractor, in whole or in part, without the written consent of the Company. The Company may at its sole discretion assign or transfer the rights of the Agreement.
- Governing Law. This contract will be governed by and construed in accordance with the laws of the State of California
- Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- Gender. Whenever the content of this Agreement requires, the masculine gender shall be deemed to include the feminine

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Company:	page 2 of 3	Contractor:	

- Right to Self-Promotion. Contractor has the right to self promotion and allowed to use, as creator of said works, any works created under this contract, to demonstrated the capabilities of contractor either in demo reel or computer file format at any time after acceptance of the work as final, without any further permissions required from Company.
- Sound Credits. Credit for creation of any sounds produced under this contract will be included in the appropriate "credits" section of any software product and its corresponding print media inwhich the sounds appear, as created by Composer Y.
- Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CONTRACTOR	COMPANY
By:	Ву:
ts:	Its:
Date:	Date:

page 3 of 3 Contractor: Company:

Work for Hire Agreement

1. Services.

- (a) Contractor shall create audio content as determined by Company from time to time in a manner consistent with the outlines, explanations, and designs established by the Company (hereinafter "Services").
- (b) The Contractor agrees that any work he submits to Company under this contract, when accepted and payment is honored, becomes the property of Company and Contractor further agrees and acknowledges he has no proprietary interest in any of these works. Ownership rights to any work not paid for shall be returned to the Contractor immediately.

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 Payment For Services. The Company shall pay Contractor in a manner mutus upon by each purp for each proport contemplated. ("Payment") for Services.

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5. Warneti

(a) Original Development. Contractor represents and warmens that all work performed by Join for or on behalf of the Company, and all work products produced thereby, will no knowingly infringe agen or violate any patent, copyright, trade secret, or other property right of any former employer, client, or other fitted party.

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Company:	page Lof 3	Contractor:

Work for Hire Agreement

3. Payment For Services. The Company shall pay Contractor in a manner mutually agreed upon by each party for each project contemplated. ("Payment") for Services.

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4. Independent Contractor. It is understood and aproof that Contractor shall perform the cost as an independent contractor. Contractor adult must be consented to the an employee of the easy. Contractor shall not be entitled to any brenchs provided by the Company to its employees, and employ will make no deduction from any of the payments due to Contractor because for state or it am purposes. Contractor approximate for state or it am purposes. Contractor approach that the shall be promosably responsible for any and all teams and populations due on payments received by John Storn the Company betweenden.

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5. Warranties

- (a) Original Development. Contractor represents and warrants that all work performed by him for or on behalf of the Company, and all work products produced thereby, will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any former employer, client, or other third party.
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WORK MADE FOR HIRE AGREEMENT

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1. Services.

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Company:__

page 1 of 3 Contract

Work for Hire Agreement

6. Indemnification. Contractor shall indemnify the Company from all claims, losses and damages that may arise from the breach of any of his obligations under this Agreement.

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(b) Obligation of Confidentiality. During the term of this Agreement with the Company, and at all times thereafter, Contractor agrees that he will not disclose to othere, see fin his o benefit of for the bunch of anyone other than the Company, or otherwise appropriate or ougs, any Confidential Information, whother or not developed by Contractor, recognize required in the lawful performance of his obligations to the Company beneather. The obligations of Contractor under this paragraph shall not apply to any information that becomes public knowledge through to final of Contractor.

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 Dely Upon Termination of Services. Contractor shall immediately deliver to Company all Work Product-crusted under the Agreement. Contractor shall not deliver any Work Product for 6 months after capitation or outlier termination of the Agreement unless such delation in requested by Company.

10. Subcontracting and Assignment. The Agreement and the rights and obligations of custor between may not be subcontracted, assigned or transferred by Contractor, in whole or in part, set the senten consent of the Company. The Company may at its sole document assign or transfer glots of the Agreement.

of the State of California.

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 Gender. Whenever the content of this Agreement requires, the musculine gender shall be deemed to include the fermission.

Company:	page 2 of 3	Contractor
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7. Protection of Confidential Information

- "Confidential Information" means all information that is not generally known and that: (i) is obtained by Contractor from The Company, or that is learned, discovered, developed, conceived, originated, or prepared by Contractor during the process of providing Services to the Company, and (ii) relates directly to the business or assets of the Company. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of the Company that the Company informs Contractor, or that Contractor should know by virtue of his position, is to be kept confidential.
- (b) Obligation of Confidentiality. During the term of this Agreement with the Company, and at all times thereafter, Contractor agrees that he will not disclose to others, use for his own benefit or for the benefit of anyone other than the Company, or otherwise appropriate or copy, any Confidential Information, whether or not developed by Contractor, except as required in the lawful performance of his obligations to the Company hereunder. The obligations of Contractor under this paragraph shall not apply to any information that becomes public knowledge through no fault of Contractor.

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T. Protection of Confidential Information

(a) Confidential Information. For purposes of this Agroement, the terms Confidential Information' motion of information that is not generally known and that (i) is obtained by bottomen from The Company, or that is leasted, discovered, discolarged, tomographed, originated, or separed by Contineiro daring, the present of previding Services to the Company, and (ii) relates density to the business or assume of the Company. The storm 'Confidential Information' shall be told; but shall not not able for a furnished to: investigate, discoveries, trade source, and know-how, overpress software code, designs, relates all apprehensions of elementaries, but software and other information; frainties of the information of the company that the color-matter presence plans and traverses, and any soften information of the Company to the Company information Continues, in that tourselves, and also soften information of the Company to the Company information Continues, in that

(b) Obligation of Condidenticity. During the term of this Agreement with the Company, and at all times throughout, Continued agrees that he will not disclosed to efform, and for his new sensition for the bounds of agrees other than the Company, or otherwise agreespictor or opp, any Condidential Information, whether or not developed by Continues, county as regarded in the landary performance of this obligations or the Company because in The obligations of Continues neaded this paragraph shall not apply to any information that becomes public harvefulge through to find of Continues.

8. Overcribly and Ansignment of Rights. All Work Product created by Contractor his belong enclusively to the Computer and shall, to the extent possible, be considered a work made for let the Computery within the essenting of Tride: I'm of the United States Code. To the extent the computery dates not one such Work Products, including that not limited out of the passer plant rights to the foreign and the letter of the extent of the passer rights. Contractor agrees to excent a sill determents reasonably required by the Computery Indian extended the such association of the Computery in the extended the Intelligent association of the States evidence the Emerging susagnment and to provide at Its association assistance to the Computery in extincting one protecting the Computery in such work.

 Duty Upon Termination of Services. Contractor shall immediately deliver to Compan all Work Product created under the Agreement. Contractor shall not delete any Work Product for 6 meetins after expiration or cardier termination of the Agreement unless such deletion is requested by Company.

Contractor feedbased may not be successmented, assigned or transactive by Contractor, in whose or is part, without the writines consent of the Company. The Company may at its sole discretions assign or transfer the rights of the Agreement.

 Governing Law. This contract will be governed by and construed in accordance with th lows of the State of California.

12. Consent to Breach Not Wainer. No term or previous horse shall be deemed wained no breach excused, unless such wainer or consent be in writing and signed by the party claimed to have wained or consented. No consent by any party to, or wainer of, a breach by the other party shall consenture consent to, wainer of, or excuse of any other different or subsequent breach.

 Gender. Whenever the content of this Agreement requires, the musculine gender shall be deemed to include the femissine.

Company: _____ page 2 of 3 Contractor:_____

8. Ownership and Assignment of Rights. All Work Product created by Contractor shall belong exclusively to the Company and shall, to the extent possible, be considered a work made for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Company does not own such Work Product as a work made for hire, Contractor hereby assigns to the Company all rights to such Work Products, including but not limited to all other patent rights, copyrights, and trade secret rights. Contractor agrees to execute all documents reasonably requested by the Company to further evidence the foregoing assignment and to provide all reasonable assistance to the Company in perfecting or protecting the Company's rights in such Work Product.

 Indemnification. Contractor shall indensify the Company from all claims, losses and amages that may arise from the breach of any of his obligations under this Agreement.

7. Protoction of Confidential Information

(a) Confidential Information. For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known and that (i) is obtained by Contractor from The Company, or that is beamed, disovered, disovleped, concisioned, registrated, or prepared by Contractor during the process of providing Services to the Company, and (ii) relates directly to the business or assets of the Company. The term "Confidential Information" shall be look, but shall no be limited to: answerizon, discoverion, tende occurs, and know-low; company are software seed, designs, routines, algorithms, and structures, product information; research and development information; lates of ellows and other information: relating thereties, financial data and information; business plans and processes; and any other information of the Company that the Company informs Commander, or that

(b) Congatural Combinations of Entire the August States of the Agreement with the sequences with the sequences, and at all linear theoretist, Continuent agrees that he will not disclose to others, was fire his own neld or for the bounds of anyone other than the Company, or otherwise appropriate or copy, any efficiental Information, whether or not developed by Continuent, except as required in the lawful fortunation that soligations or the the Company hereusales. The obligations of Continuent under this regraph shall not apply to any information that becomes public knowledge through no fault of extension.

B. Ownership and Assignment of Rights. All Work Product counted by Contractor shall be long exchained by the Company and shall, to the createst possibile, be considered a work made for little for the Company within the manning of The ET of the United States Could. To the entere the Company share not one much Work Product as a work study for love, Continuous buship assigns to the Company along high to such Work Product, including that not limited to all other passes rights, copyrights, and entity secret rights. Contractor agrees to ensure all decreames assumptly required by the Company in Satelier evolution the Europeany to succeed a such work as the continuous to the Company in performing the Company's rights in each Work Product.

 Duty Upon Termination of Services. Contractor shall immediately deliver to Con all Work Product created under the Agreement. Contractor shall not delete any Work Product for i meeths after expiration or outlier termination of the Agreement unless such deletion is requested by Company.

Contractor homomore may not be subcontracted, assigned or transferred by Contractor, in whole or in pur without the welfore consent of the Company. The Company may at its sole disception assign or transfer the rights of the Agreement.

lows of the State of California.

no treach extensed, utions note warer or consent to in writing and suggest by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or account of any other different or subsequent breach.

 Gender. Whenever the content of this Agreement requires, the musculine gender shall be deemed to include the feminine.

10. Subcontracting and Assignment. The Agreement and the rights and obligations of Contractor hereunder may not be subcontracted, assigned or transferred by Contractor, in whole or in part, without the written consent of the Company. The Company may at its sole discretion assign or transfer the rights of the Agreement.

Indomnification. Contractor shall indemnify the Company from all claims, losses and demages that may arise from the breach of any of his obligations under this Agreement.

Protection of Confidential Information

(a) Confidential Information. For purposes of this Agreement, the term "Confidential Information" means all information that is not agreemently known and that (i) is obtained by Contractor from The Company, or that is learned, discovered, discolpped, conceived, reginated, or prepared by Confined ordering the process of providing Services to the Company, and (is) relates density to the business or assists or the Company. The term "Confidential Information" that lie tolde, but shall not be limited to: inventions, discoveries, trade socrets, and know-bow, competer software code, designs, roothow, algorithms, and structures, produce information; reasonsh and development information; fails of others and other information relating therein; financial data and information; business plans and processes, and any other information of the Company that the Company informs Contractor, or that Contractor should know by virtue of this position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this Agreement with the Company, and at all times thereafter, Contractor agrees that he will not disclose to others, we fin his o benefit of for the bunefit of anyone other than the Company, or otherwise appropriate or copy, any Confidential Information, whether or not developed by Contractor, recopt as required in the lawful performance of his obligations to the Company beyonder. The obligations of Contractor under this paragraph shall not apply to any information that becomes public knowledge through no final of Contractor.

B. Ownership and Assignment of Rights. All Work Froduct created by Contractor shall belong exclusively to the Company and shall, to the extent pressible, be considered a work made for the first the Company and relief for the Company does not even such first for the Company does not even such Work Froduct as a work made for their Company can not even such Work Froducts, including but not limited to all other parent rights, copyrights, and trade secret rights. Contractor agrees to exceed a fill documents assumably required by the Company to fasher relations the first fill of the contractor agrees to exceed a fill documents assumably required by the Company to fasher relations the fill responsible assistance to the Company to fasher relations the fill of the contractor agrees to the Company to fasher relations the fill relation of the Company to perform a fill responsible assistance to the Company to perform a fill relation of the Company to the Compan

9. Daty Upon Termination of Services. Contractor shall immediately deliver to Comall Work Product created under the Agreement. Contractor shall not deliver any Work Product for a smooths after expiration or outlier termination of the Agreement unless such delivies in requested by

10. Subconnecting and Assignment. The Agreement and the rights and obligations of Contravers homogeneous says not be autocontextual, assigned or transferred by Contractor, in whole or or pawithout the written consect of the Groupery. The Company way at its sole-discretion sasign or transfer the rights of the Agreement.

loss of the State of California.

The Consent in Breach Now Warrier. No term of previous factor shall be destined warried as no breach excused, unline such waiver or consents by in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

 Gender. Whenever the content of this Agreement requires, the musculine ger shall be deemed to include the fermisine.

Company: page 2 o

pr2 of3 Contractor

	14.	Right to Self-Promotion.	Contractor has the right to self promotion and allowed
to use,	as creato	or of said works, any works	s created under this contract, to demonstrated the capabilities of
contra	ctor eithe	r in demo reel or computer	r file format at any time after acceptance of the work as final,
withou	t any fur	ther permissions required f	from Company.

16	Xight to	Self-Protostics.	Commerce has the rig	(sewill) bee estroyery file of the
	matter of said	works, any works	created ander this co	sonars, to demonstrated the capabilities of
owe	other's deep	a real or computer	Ele format at any fire	so after acceptance of the work as finel,
-	a Santhari mana	alaskow market f	on Cereator.	

15. Sound Credin. Credit for creation of any sounds produced under this contract will be included in the appropriate "credits" accions of any software product and its corresponding print media in which the sounds appear, as created by Composer Y.

the agreement between the postion with regard to the motters set Earth herein, and a supermedis all agreements, proposals, and onpresentations, oral or written, express or legisled, with regard thereto.

CONTRACTOR	COMPANY	
By:	By	
Tru:	lsc.	
Date:	Date:	

Company:_________page 3 of 3 Contractor:_______

CONTRACTOR	COMPANY	
By:	By:	
lu:	lsc.	
Date:	Date:	

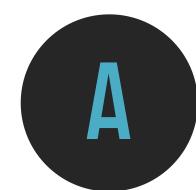
15. Sound Credits. Credit for creation of any sounds produced under this contract will be included in the appropriate "credits" section of any software product and its corresponding print media inwhich the sounds appear, as created by Composer Y.

Budgets



How much do you charge?

The inevitable question



My response: What's your budget?



What's the release platform?



What's the deadline?



Work for Hire or License deal?



What's the musical style?



How much are you buying?



Do we need live players?



Depth of audio experience



Payment Models

Typically 5-15% of total budget is allocated to audio

Per-minute music fee

B Per SFX asset fee

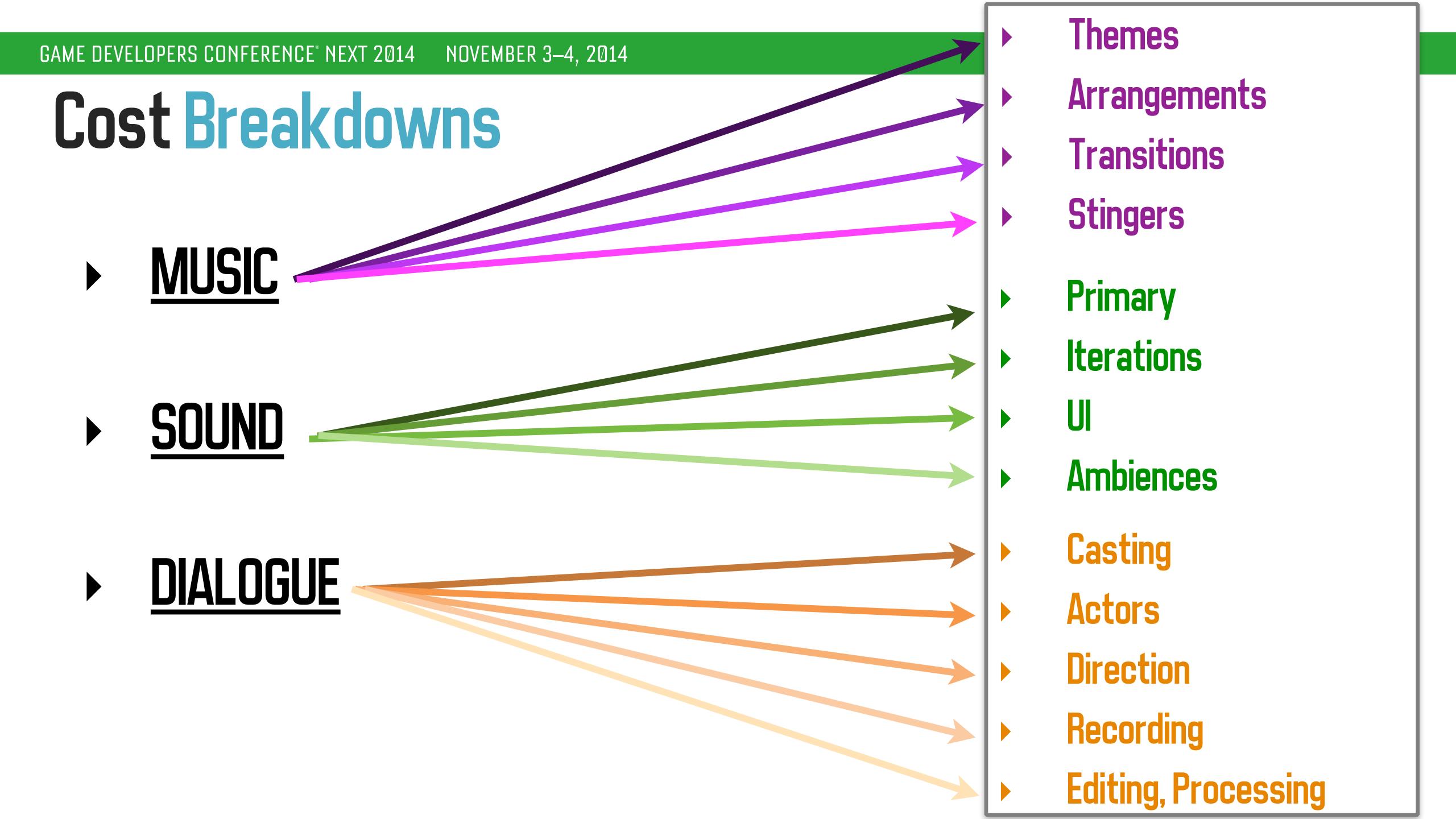
C Flat fee

Hourly rate



Backend profit sharing

Any combination of the above...



\$160K Theoretical Project

Common problem: game audio needs exceed the 5-15% of allocated audio budget

► GAME NEEDS: 18 minutes of music, 300 SFX

- ▶ 8 min of original themes -\$6,000 (@ \$750 per min) | 10 min of arrangements \$5,000 (@ \$500 per min)
- ▶ 300 original SFX \$12,500 (including ambiences, SFX, UI)
- ► Total: \$23,500

► DEVELOPER NEEDS: To reduce the cost to \$11,000

- Reduce original music themes and increase arrangements
- Reduce number of SFX iterations
- Add 3% backend profit sharing
- Use a license agreement



To Summarize...

What did we cover?

Interactivity

- Responds dynamically to player input
- ▶ Deeper immersion, reduced cost
- ▶ Middleware: FMOD, Wwise, Fabric, etc.

Agreements

- Work for Hire
- ▶ License: Non-Exclusive
- ▶ License: Exclusive

Budgets

- ▶ 5-15% of total budget
- Consider backend payments
- ▶ Be willing to negotiate





Richard Ludlow

rludlow@hexanyaudio.com

Feel free to email me for a copy of the Work for Hire agreement template