

Indie Audio: Making Great Sounding Games on a Budget

Richard Ludlow

Audio Director, Hexany Audio



GAME DEVELOPERS CONFERENCE[®] NEXT
FEATURING APP DEVELOPERS CONFERENCE[™]
LOS ANGELES CONVENTION CENTER · LOS ANGELES, CA
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Session Overview

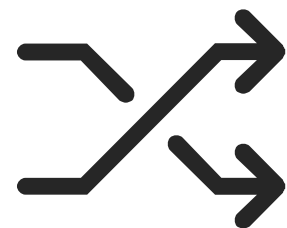
What will we be covering?



Agreements

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

12:05



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



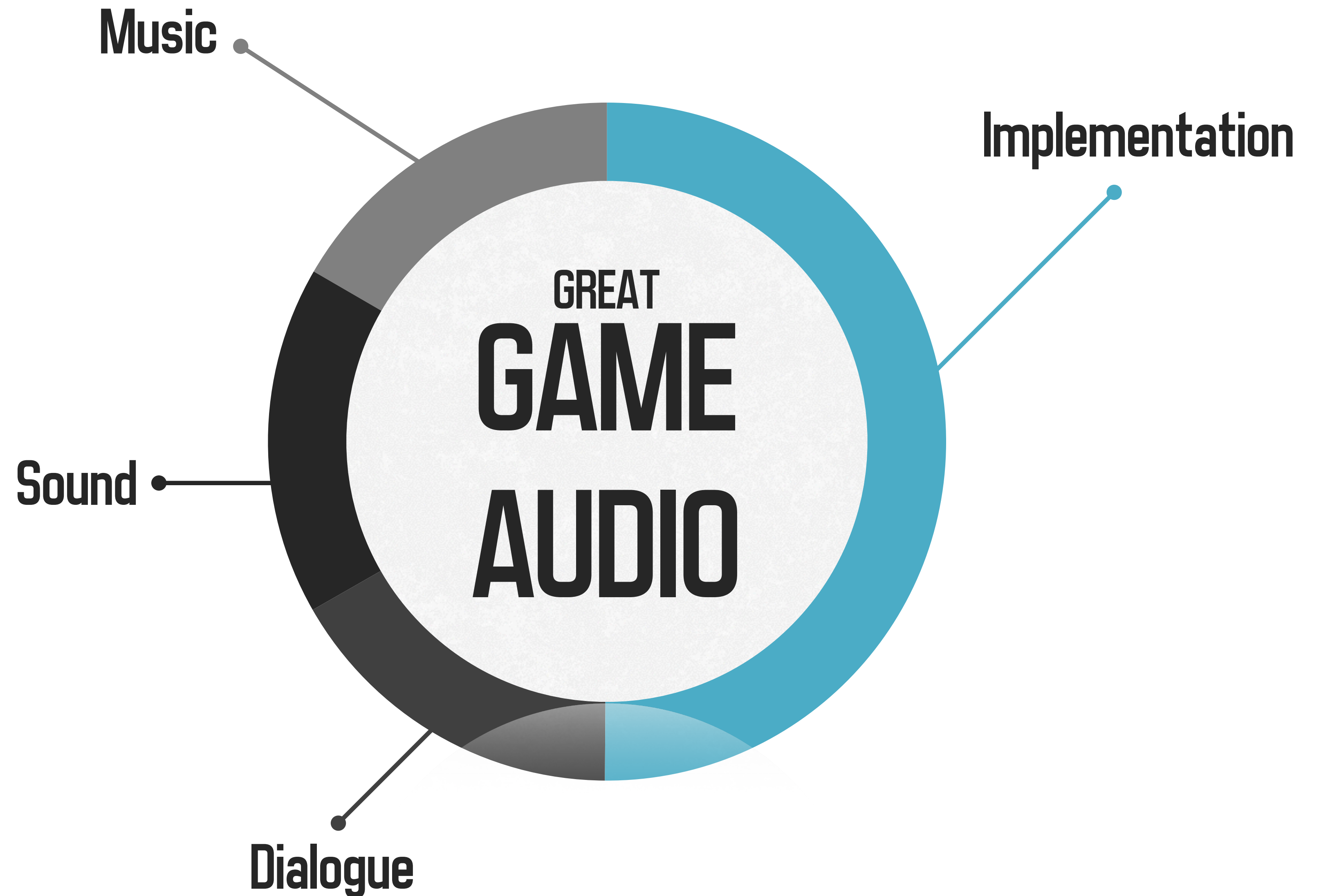


The Basics

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.





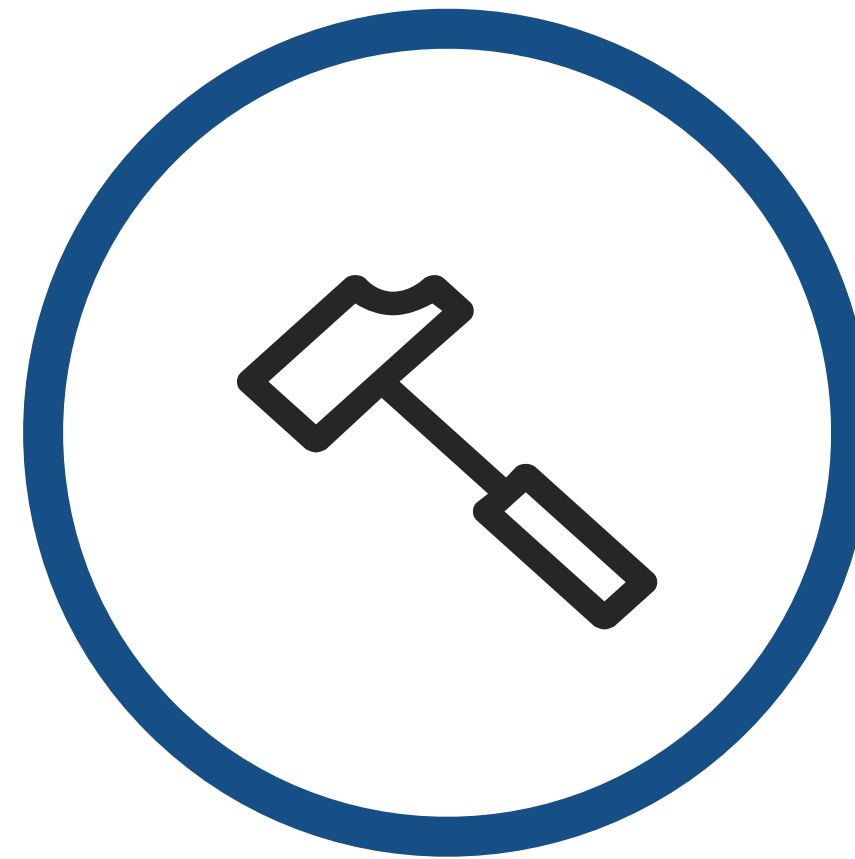
The Importance of Audio

And why should you care?



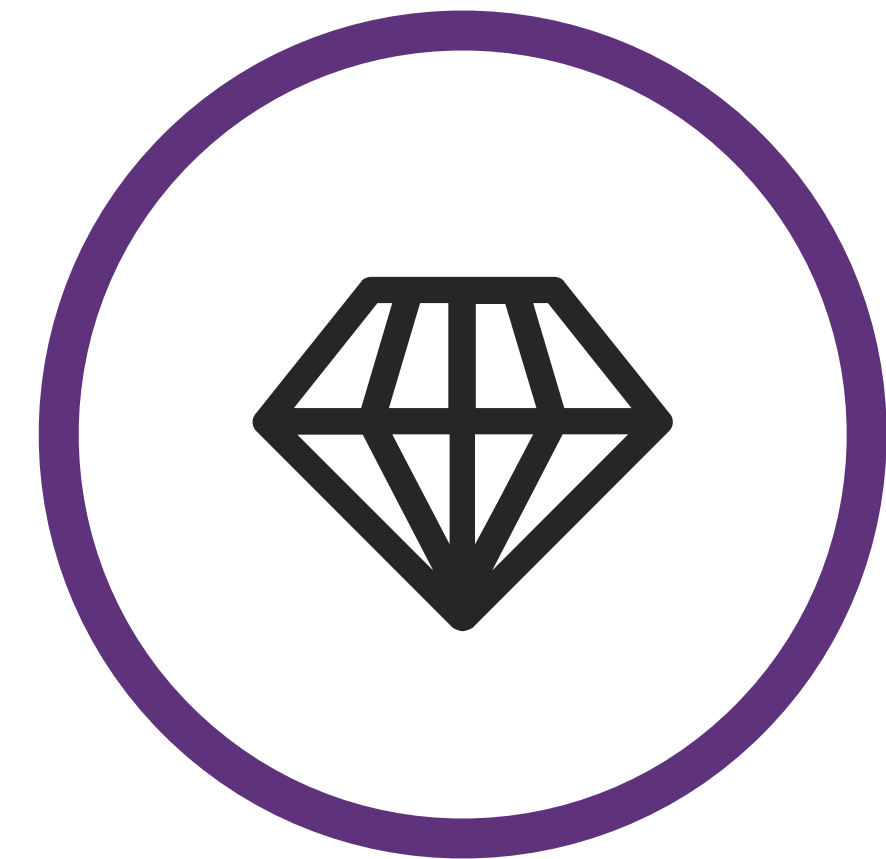
Emotional

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



Functional

Great audio supports both the narrative, player actions, and visual aesthetic. It 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**?

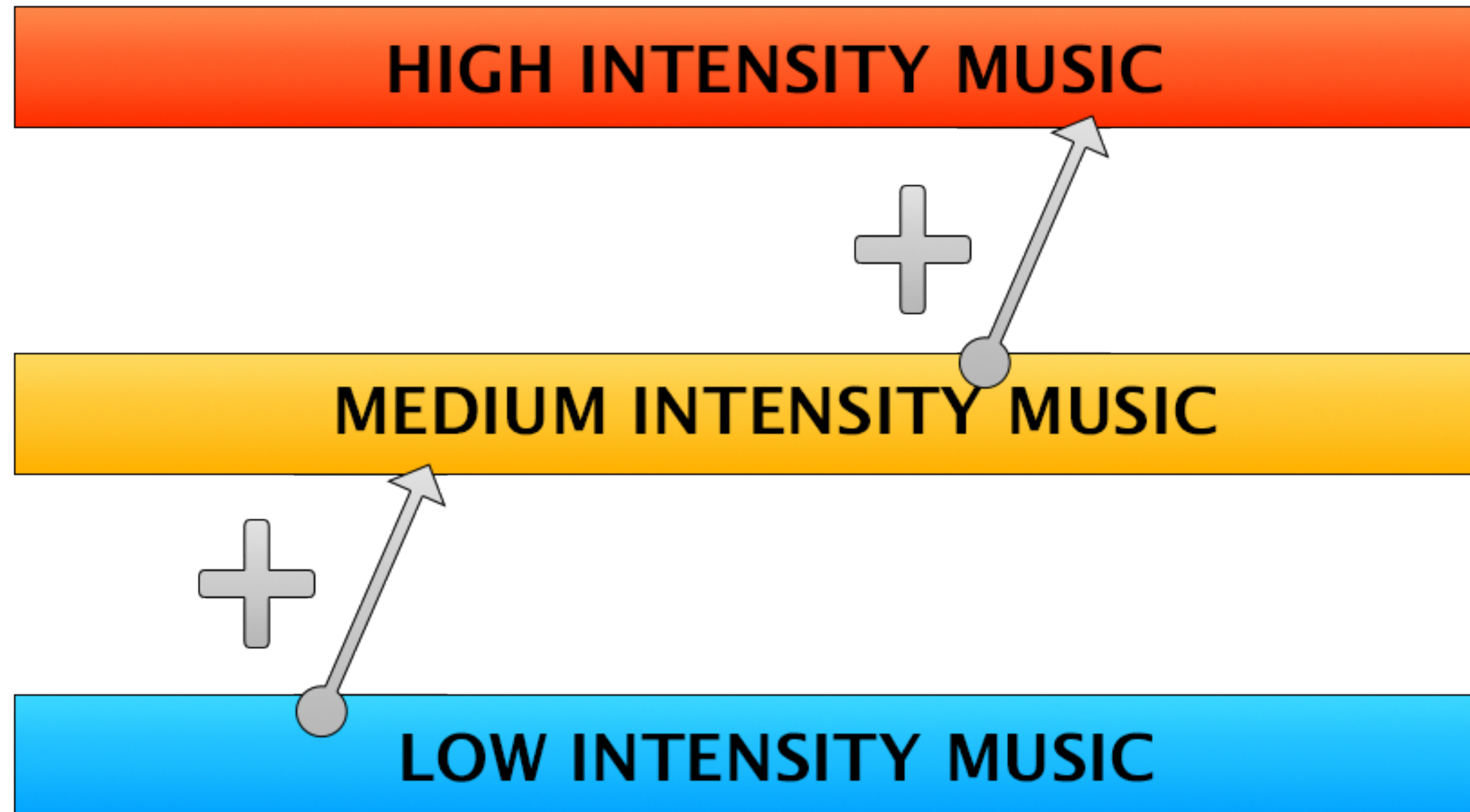
Music that changes dynamically based on control input

- L** Layering
- C** Crossfading
- B** Branching
- G** Generative



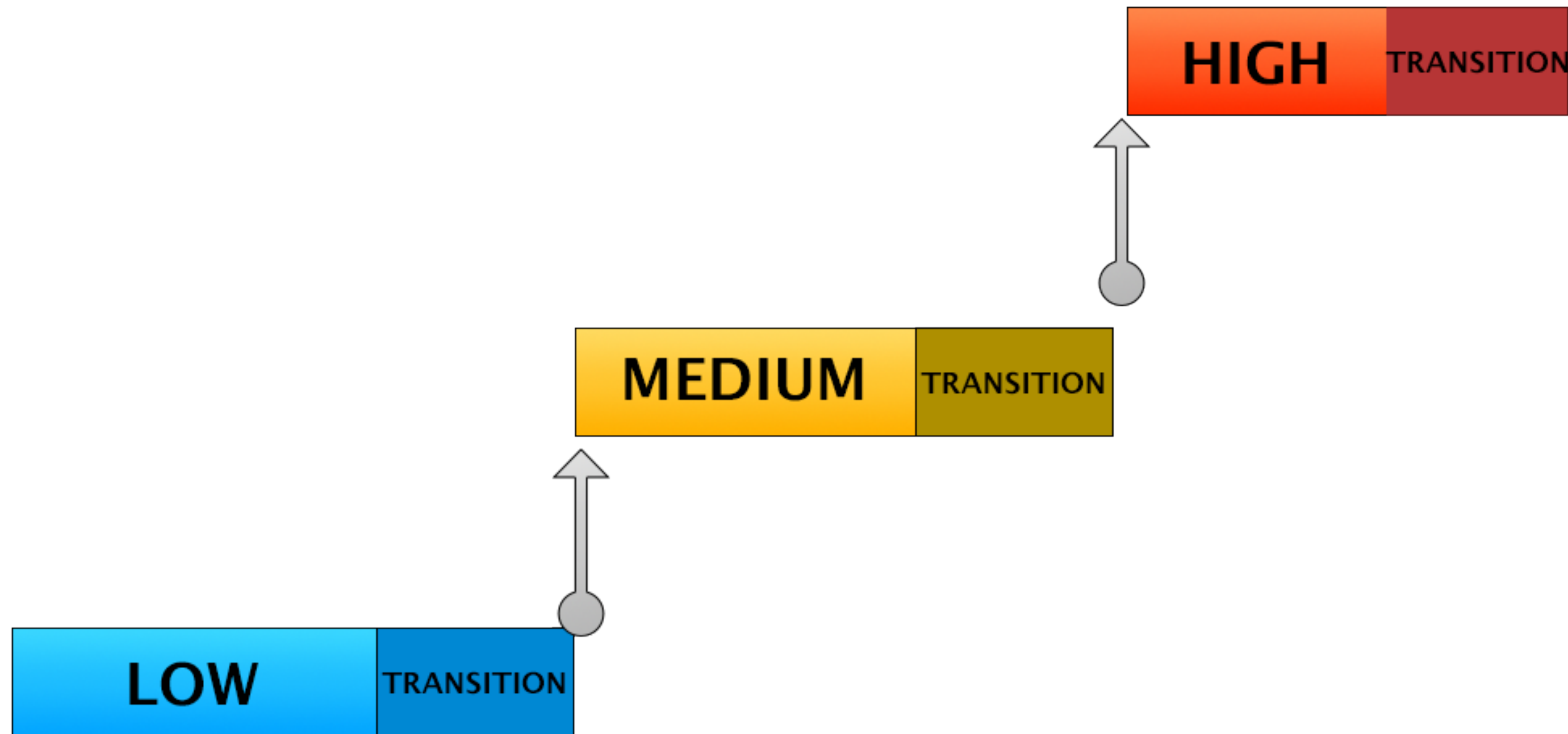


Interactive Music: Layering





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





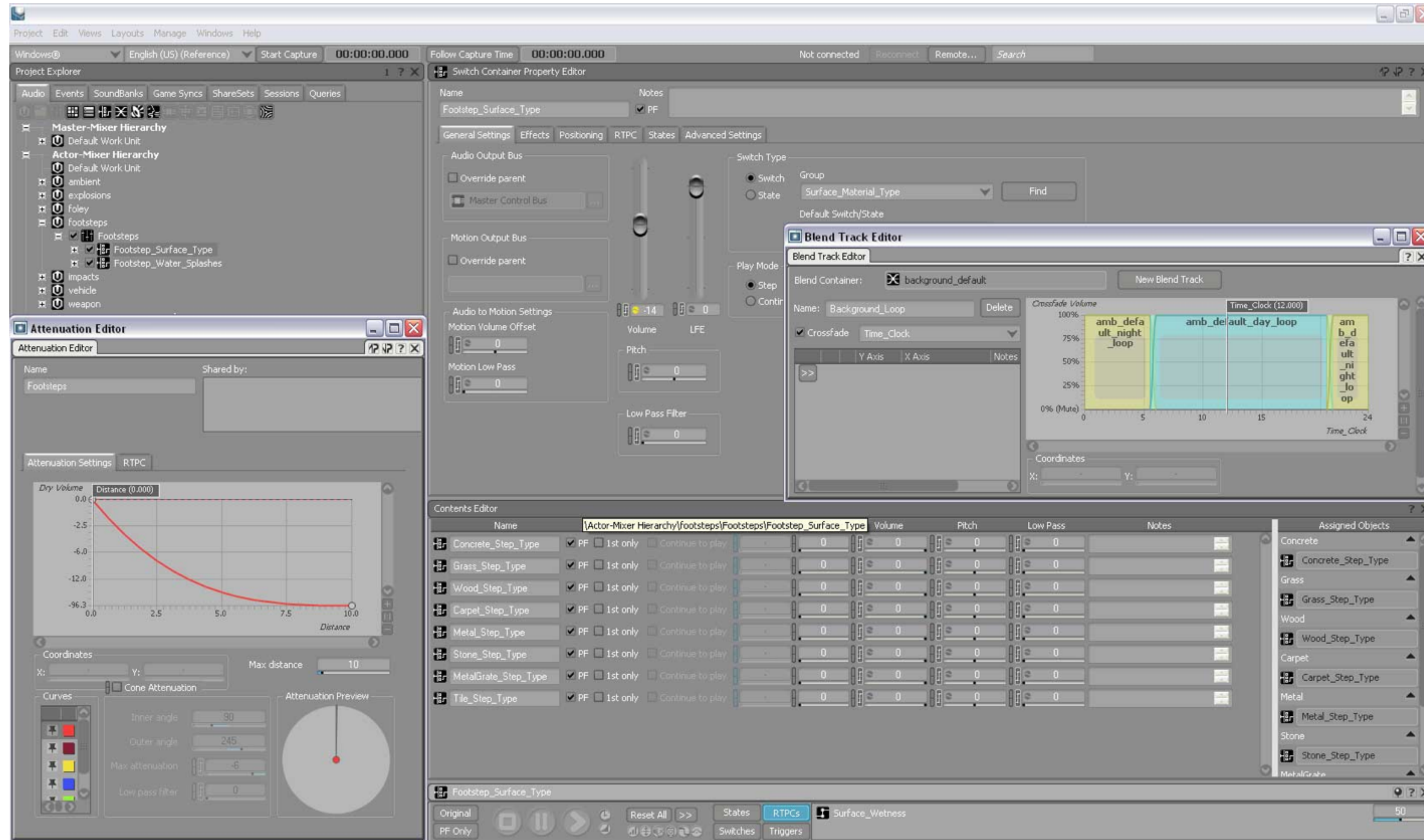
Middleware: FMOD

The screenshot displays the FMOD software interface, specifically the 'gameplay' bank. The interface is divided into several sections:

- Left Panel:** A file browser showing a hierarchy of folders: 'mx' (containing 'gameplay' and 'menu'), and 'sx'.
- Top Center:** A timeline and control area. It includes a play button, a time display (00:00.000), and buttons for 'Cues', 'A', 'progress', 'die', 'win', and 'lose'. Below these are 'Logic Tracks' for 'progress', 'die', 'win', and 'lose'.
- Timeline:** A horizontal axis with markers for time. It shows various events and triggers, such as 'To branch_1 stinger', 'To branch_2 stinger', 'To branch_3 stinger', 'branch_2_trigger', 'branch_3_trigger', 'branch_1_stinger', 'branch_2_stinger', and 'branch_3_stinger'.
- Music Tracks:** A series of tracks for different audio elements:
 - branch_1:** A blue track labeled 'sprm_mx_race_branch_1'.
 - branch_2:** A green track labeled 'sprm_mx_race_branch_2'.
 - branch_3:** A red track labeled 'sprm_mx_race_branch_3'.
 - audio_4:** A purple track labeled 'sprm_mx_race'.
 - audio_5:** A purple track labeled 'sprm_mx_race'.
- Right Panel:** A '3D Preview' window showing a sphere, and a 'Properties' window with sections for 'Tags', 'User Properties', and 'Notes'.
- Bottom:** A 'Volume' and 'Pitch' control section for the 'Master' sound, with a 'Trigger Behavior' window open below it.



Middleware: Wwise





Agreements





Purpose of a Contract

Key elements in all contract types



A

Who owns the copyright?

D

How much are you paying?

B

What is being delivered?

E

What are the developer's usage rights?

C

What are the delivery milestones?

F

What are the creator's usage rights?



Agreement 1: Work for Hire

Developer obtains most of the rights (AKA “Buyout”)

- A** Developer obtains most of the rights associated with “The Work”
- B** Developer can use the audio (usually) however desired
- C** Developer has the exclusive right to use the audio
- D** 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!
- B** Great way to obtain quality custom audio at a lower cost
- C** Can still have unrestricted use of the audio in your project

- D** Can save you a LOT of money (\$\$\$)
- E** Audio contractor can license the music to anyone else





Agreement 3: Exclusive License

The compromise

A Audio contractor retains complete ownership of the audio

B Developer obtains exclusive right to use audio in project as desired

C Sometimes industry specific

D Sometimes time-based (1-5 years)

E A healthy balance of price and control



Work for Hire Agreement

WORK MADE FOR HIRE AGREEMENT

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In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

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.

2. 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.

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.

4. 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.

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.

(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.

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.

7. 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.

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.

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

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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.

16. 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: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Work for Hire Agreement

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(c) Other Agreements. Contractor represents and warrants that his signing of this Agreement and the performance of his contracting Services hereunder is not and will not be in violation of any other contract, agreement or understanding to which he is a party.

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Budgets



\$



How much do you charge?

The inevitable question

A

My response: What's your budget?

B

What's the deadline?

C

What's the musical style?

D

Do we need live players?

E

What's the release platform?

F

Work for Hire or License deal?

G

How much are you buying?

H

Depth of audio experience





Payment Models

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

A Per-minute music fee

B Per SFX asset fee

C Flat fee

D Hourly rate

E Backend profit sharing

F Any combination of the above...



Cost Breakdowns

► MUSIC

► SOUND

► DIALOGUE

- Themes
- Arrangements
- Transitions
- Stingers
- Primary
- Iterations
- UI
- Ambiences
- Casting
- Actors
- Direction
- Recording
- Editing, Processing



\$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.

► Budgets

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

► Agreements

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





THANKS
FOR
COMING!



Richard Ludlow

rludlow@hexanyaudio.com

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