



Service Level Agreement

Provision and Repair of Unbundled Local Metallic Path (ULMP), Line Sharing (LS) and Combined GNP and ULMP (GLUMP)

Version 13
October 2015

Document Control

Revision History

Version	Date	Revised by	Revision Details
13	01/09/2015		
13	October 2015	open eir	Rebranded

Associated Documents

Title	Location
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1 Product Description

This SLA is effective from 01 October 2012 and shall remain in effect until amended following agreement of the parties to such amendment, or following determination by Com Reg.

1 This document details the service levels to which open eir commits with regard to the provision and repair of Unbundled Local Metallic Path (ULMP), Line Sharing (LS) products and Combined GNP and ULMP (GLUMP), hereafter referred to as ULMP, LS and GLUMP. The services are at all times provided subject to the terms and conditions as set out in the Access Reference Offer, Annex C, Service Schedule 102, 103 and 106.

2 The services include the provision and repair of ULMP, LS and GLUMP paths ordered pursuant to an agreement being in place between open eir and the Access Seeker ordering the services ¹¹.

3 The services described in the SLA are subject to the industry agreed Inter-operator Process Manuals (IPMs) that define the detailed operational process associated with the provision of ULMP, LS and GLUMP. The IPMs are a representation of how the SLA parameters are supported in practice and must be read in conjunction with the SLA.

4 The definitions in Annex A of the Access Reference Offer will apply unless explicitly stated.

5 The fault repair service levels set out in the SLA are applicable to ULMP, LS and GLUMP products available at open eir exchanges where an Access Seeker has collocation facilities in place.

1.1 Metrics

Open eir shall be responsible for monitoring and measuring performance metrics and shall report on the agreed metrics to the operator on a monthly basis for provision and a quarterly basis for repair. Provisioning performance reports will be provided within 20 Working Days ²² of the end of the month. Repair performance reports will be provided within one month of the end of the reporting quarter. An outline to guidelines for payment of penalty credits is provided in Appendix 2. A worked penalty calculation example can be found in Appendix 6.

¹¹ Monitoring of web-services will be conducted over the next six months with a view to identifying suitable metrics and targets for inclusion in the next revision of the SLA.

²² open eir e will reduce the reporting time down to 10 Working Days no later than six months after the SLA comes into effect.

2 Provisioning and Repair Process Definitions

2.1 Definitions

Working Day: As defined in the ARO.

Line Fault: An LLU line fault is defined as a fault reported by a customer of an OAO, where the fault results in disrupted or degraded service.

Repair Time: The duration between the times a fault is received and accepted by open eir in accordance with the fault reporting procedures and the time the fault is closed by open eir with the Access Seeker identified as the last Unconfirmed Clear, less parked time.

- a) Unconfirmed Clear: On completion of a repair, a fault ticket receives an Unconfirmed Clear status and the ticket is parked. The clock is stopped until:- it is accepted as cleared by the Access Seeker and therefore becomes a "Confirmed Clear Permanent
- b) or 10 Working Hours from the Unconfirmed Clear notification to the Access Seeker has elapsed in which case the fault becomes a "Confirmed Clear Permanent" by default
- c) Or the clear is legitimately rejected by the Access Seeker and the repair clock is restarted.

Valid Faults: all faults other than those excluded faults in accordance with Appendix 1, and open eir defined non-faults (clear codes 00-99), internal wiring faults and CPE faults, as described in the IPM.

Confirmed Clear Permanent: If a Fault Clear has either been accepted by the Access Seeker or 10 Working Hours has elapsed from Unconfirmed Clear notification, the fault ticket is given a Confirmed Clear Permanent status. In addition, a final clear code is associated with the fault ticket and it is permanently closed.

However, if the Access Seeker responds with a rejection of the repair, within 10 Working Hours, the ticket is un-parked, the clock is re-started and repair work recommences. On completion of the repair, the Unconfirmed Clear status is applied again, the Access Seeker is notified and the process above is repeated.

Parked Time: The times during which the SLA clock is stopped which include; -

- time not covered by the relevant SLA
- or during out of hours periods where resources being made available on a reasonable endeavours basis are unavailable
- Or circumstances as outlined in Appendix 3.

3 SLA Schedule

The SLA schedule is set out in the following tables. Where limitations apply to any activity in this SLA, these are detailed after the table to which they apply. The party with the obligation in all instances is open eir.

All Performance Targets will apply at an Operator level per metric and penalties are not payable for metrics that are achieved. The SLA penalty regime is only valid for individual performance metrics where a minimum of € 100 penalty has been incurred for a particular SLA activity in any given month per OAO.

In the event of query or dispute, the relevant dispute process will be followed.

4 Service Level Summary for Process Points

Table 1: Account \ Line Status Enquiry

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
1	DRL Order Type	Advise of completion of the accepted order by 1700 on the first Working day following the working day the request was recorded on the UG.	98% of request in accordance with performance metric.	EURO 12.70 Per account Affected per Working Day or part thereof of delay.
2	ULE Order Type	Advise of completion of the accepted order by 1700 on the first Working Day following the Working Day the Request was recorded on the UG.	97% of request in accordance with performance metric.	EURO 12.70 per account Affected per Working Day or part thereof of delay.
3	Web-services	To be Determined (Refer to Foot Note 1 on P:2)	To be Determined (Refer to Foot Note 1 on P:2)	To be Determined

Note: Bulk Migrations

Non project managed bulk migrations are included in the SLA.

(As these are done within the 10 day SLA timeframe).

Project managed bulk migrations are included in the SLA. With the exception of those orders that are agreed between the Operator and open air to be done outside the 10 day window

Table 2: ULMP, LS and GLUMP Standard Validations Timeframes

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
4	Order Validation PU - Acceptance or rejection of an order for ULMP	Advice of acceptance of the order by 1700hrs on the Working Day following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric was	EURO 12.70 per account affected per Working Day or part thereof of delay.
5	Order Validation PUI -Acceptance or rejection of an order for ULMP	Advice of acceptance of the order by 1700hrs on the Working Day following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric was	EURO 12.70 per account affected per Working Day or part thereof of delay.
6	Order Validation PLS-Acceptance or rejection of an order for Line Share	Advice of acceptance of the order by 1700hrs on the Working Day following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric was	EURO 12.70 per account affected per Working Day or part thereof of delay.
7	Order Validation PLB - Acceptance or rejection of an order for Line Share	Advice of acceptance of the order by 1700hrs on the Working Day following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric was	EURO 12.70 per account affected per Working Day or part thereof of delay.

8	Order Validation CHP- Acceptance or rejection of an order for Change Pins	Advice of acceptance of the order by 1700hrs on the Working Day Following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	EURO 12.70 per account affected per Working Day or part thereof of delay.
9	Order Validation PUS - Acceptance Or rejection of a New Line or Spare Path Order	Advice of acceptance of the order by 1700hrs on the Working Day Following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	EURO 12.70 per account affected per Working Day or part thereof of delay.
10	Order Validation MUI - Acceptance or rejection of an order for ULMP	Advice of acceptance of the order by 1700hrs on the Working Day Following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	EURO 12.70 per account affected per Working Day or part thereof of delay.
11	Order Validation MUS – Acceptance or rejection of a New Line or Spare Path Order	Advice of acceptance of the order by 1700hrs on the Working Day Following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	EURO 12.70 per account affected per Working Day or part thereof of delay.
12	Order Validation Convert- Acceptance or rejection of a Convert order	Advice of acceptance of the order by 1700hrs on the Working Day Following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	EURO 12.70 per account affected per Working Day or part thereof of delay.
13	Order Validation PUG - Acceptance or rejection of an order for GLUMP	Advice of acceptance of the order by 1700hrs on the Working Day Following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	EURO 12.70 per account affected per Working Day or part thereof of delay.

Table 3: ULMP, LS and GLUMP Standard Delivery Timeframes

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
14	Delivery Notification PU-Provision of ULMP on a Working Line	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following Order Submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay.
15	Delivery Notification PUI - Provision of ULMP on an in-situ Line	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following Order Submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay or part thereof of delay.
16	Delivery Notification PLS - Provision of Line Sharing on a Working Line	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following order submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay
17	Delivery Notification PLB - Provision of Line Sharing on a Working Line	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following order submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay
18	Delivery Notification CHP-Re-jumpering of the LLU service to new pins on the OAO block.	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following order submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
19	Delivery Notification Convert – Provision of ULMP on a former Line Share line	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following order submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay
20	Delivery Notification PUS - Provision of ULMP on a New Line or Spare Path	Advice of completion of Accepted order by 17:00 on the tenth* Working Day Following order submission	80% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay.
21	Delivery Notification PUG - Provision of GLUMP line	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following order submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay.
22	Delivery Notification MUI - Provision of ULMP on an in-situ Line	Advice of completion of Accepted order by 17:00 on the fifth Working Day Following order submission	95% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay.
23	Delivery Notification MUS - Provision of ULMP on a New Line or Spare Path	Advice of completion of Accepted order by 17:00 on the tenth* Working Day Following order submission	80% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay.

* Advice of completion of accepted order by 17:00 on the tenth Working Day following Order Submission became effective from 1st September 2011.

Table 4: ULMP and GLUMP Soft Migration Delivery Timeframes

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
24	PSU Order Type Activation of accepted order and notification of completion	Advice of completion of the accepted order by 1700 on the second working day following the Working Day the request was recorded on the UG.	97% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay.
25	PSG Order Type Activation of accepted order and notification of completion	Advice of completion of the accepted order by 1700 on the second working day following the Working Day the request was recorded on the UG.	97% of request in accordance with performance metric	EURO 12.70 Per account Affected per Working Day or part thereof of delay.

5 Fault Repair Service Level Summary

For the purposes of this SLA, a fault is defined as any reported condition on an ULMP/LS/SLU access network circuit which does not meet open eir Operational PSTN standards, as defined in the Access Reference Offer,

Annex C, Service Schedules 102, 103, 104 and 106, Appendix 1.

The Access Seeker is responsible to undertake initial testing to prove the fault to the open eir local loop circuit, prior to submitting a Valid Fault report as per the IPM.

The Access Seeker is also responsible to prove all faults out of their DSLAM equipment and the port associated with the line and performs CPE tests before reporting a fault, which would then be accepted by open eir.

NOTE: Once a GLUMP path has been delivered all GLUMP faults follow the ULMP Process.

Table 5: Fault Resolution

5.1 ULMP Faults - No Line Test Data Supplied by AS

Activity Number	Activity Description	Performance Metric	Performance Target	ServiceCredit for not meeting Performance Metric Target
26a	Resolution of ULMP Fault	Repair Time: 2 Working Days	Target 77%	See Article 1 Appendix 4
26b	Resolution of ULMP Fault	Repair Time: 5 Working Days	Target 92%	See Article 2 Appendix 4
26c	Resolution of ULMP Fault	Repair Time: 10 Working Days	Target 100%	See Article 3 Appendix 4

Effective 1st October 2015 the 3, 6 and 11 day metric will be removed

5.2 Line Share Faults or ULMP Faults with Line Test Data Supplied by AS (effective 1st September 2015)

Activity Number	Activity Description	Performance Metric	Performance Target	ServiceCredit for not meeting Performance Metric Target
27a	Resolution of Line Share Fault or ULMP Fault with Test Results	Repair Time: 2 Working Days	Target 77%	See Article 1 Appendix 4
27b	Resolution of Line Share Fault or ULMP Fault with Test Results	Repair Time: 5 Working Days	Target 92%	See Article 2 Appendix 4
27c	Resolution of Line Share Fault or ULMP Fault with Test Results	Repair Time: 10 Working Days	Target 100%	See Article 3 Appendix 4

Table 6: Statistical Reporting

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
28	Submission of monthly provisioning performance metrics to the Operators	Provide performance Metrics to the operators 20 days following the end of the month.	In accordance with metric.	Default Interest rate as per Access Agreement on all penalties due.
29	Submission of Quarterly repair performance metrics to the Operators	Provide performance Metrics to the operators one month following the end of the quarter.	In accordance with metric	Default Interest rate as per Access Agreement on all penalties due.

Appendix 1: Exclusions

Service Assurance

The circuit will be deemed available to the Access Seeker and is therefore excluded for the purposes of calculating credits if the non-availability arises from or is otherwise caused or contributed to by the following circumstances:

- Where the fault is caused by, third party activities such as cable damage, or gunshot
- Where the fault is caused by severe weather conditions such as storms, flooding, fire or lightning
- Where a fault occurrence is due to changes in Customer provided apparatus
- Where the fault is not in the open eir network i.e. Access Seeker non-fault
- Where a fault is reported and no fault is detected when the service is tested from end to end
- Any period of scheduled outages notified to the Access Seeker in accordance with the planned works procedure A failure by the Access Seeker or its customer to allow access to premises or equipment when requested
- The Access Seeker or its customer failing to operate the service in accordance with open eir terms and conditions for the provision of the service
- A failure of the customer to report the fault in accordance with the fault reporting procedures

5.3 Service Delivery

New Line or Spare Path Orders Only

Orders will be excluded from SLA in the event of any of the following circumstances arising:

- Customer delay
- The order requires the completion of network construction work.

5.4 Bulk Migrations

Project managed bulk migrations that are agreed between the Operator and open eir to be done outside the 10 day window are excluded from the SLA.

Appendix 2: Guidelines for Penalty Payments

open eir shall provide Access Seekers with penalty statements one month in arrears with the statement being reconciled between the parties during month 3 of the quarter with payment made in the next billing cycle.

In the event that the Access Seeker is of the opinion that a penalty liability has been incorrectly calculated then a claim must be submitted in writing to:

The Penalty Manager,

Open eir,

1 Heuston South Quarter,

St. Johns Road,

Dublin 8.

Appendix 3: Parked Time

Circumstances whereby a fault cannot be progressed on behalf of an Access Seeker, and the fault is parked are outlined as follows; -

- Open eir cannot get co-operation from the Access Seeker with testing the line
- When a fault ticket receives an Unconfirmed Clear status, it will be parked.
- Where an engineer is dispatched and cannot get access to the end user premises
- Where to proceed would result in a health and safety risk, avoidance of which could not have been realistically predicted by open eir.
- If it is requested by the access seeker and/or end user
- Where a third party, other than open eir contracted entities, restricts open eir from working on resolution of the fault.
- Force Majeure

In case of a query, any supporting documentation must be supplied within ten Working Days of a request by open eir.

Any adjustment will be remitted by way of credit against the account associated with the claim.

Appendix 4:

Repair Service Credit Algorithm - Line Share Faults or ULMP Faults with Line Test Data provided by AS

The below targets are effective from 1st September 2015.

Target	Actual Performance	Service CREDIT
77% Repair in 2 Days	X% = Actual 2 Day Repair Performance	€4.00
92% Repair in 5Days	Y% = Actual 5 Day Repair Performance	€7.00
100% Repair in 10 Days	Z% = Actual 10 Day Repair Performance	€10.00

Faults Repaired and applicable for SLA payment for the Quarter are assembled to give "List 1".

List 1 = all tickets assessed under SLA for that period

List 2 = all tickets closed after Day 2

List 3 = all tickets closed after Day 5

List 4 = all tickets closed after Day 10

List 5 = List 2 minus List 3 – all tickets closed on days 3 through 5

List 6 = List 3 minus List 4 – all tickets closed on days 6 through 10

C(x) = count of tickets in a given list

A(x) = average ticket days in a given list

$\sum(x)$ = cumulative ticket days in a given list

Article 1: 77 % service credit Calculation (effective from 1st September 2015)

Where this SLA is not met, the SLA penalty penalises Days 3 to 5 of all tickets in breach. The 77% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

Number of Faults subject to penalty = C (2)-C (1)*(1-0.77)

Multiplier

Penalty Days (multiplier) = $(\sum[5]-2*C(5)+3C(6)+3C(4))/C(2)$ – Average penalty days of all tickets in breach, where tickets closed on or after Day 6 are deemed to have breached this SLA by the maximum 3 days.

Service Credit 1 = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Article 2: 92 % Service Credit Calculation

Where this SLA is not met, the SLA penalty penalises Days 6 to 10 of all tickets in breach. The 92% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

Number of Faults subject to penalty = $C(3)-C(1)*(1-0.92)$

Multiplier

Penalty Days (multiplier) = $(\sum[6]-5*C(6)+ 5*C(4))/C(3)$ – Average penalty days of all tickets in breach, where tickets closed on or after Day 11 are as having breached this SLA by the maximum 5 days.

Service Credit 2 = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Article 3: 100 % Service Credit Calculation

Number of Faults subject to Penalty

Number of Faults subject to penalty $C(4)$ (Count of all tickets closed on or after day 11)

Multiplier = $(\sum[4]-10*C(4))/C(4)$

Service Credit 3 = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Appendix 5:

open eir LLU SLA Penalty Calculation Example The following section provides an example calculation for the SLA. The example covers all activities for Provisioning Process Points and Fault Repair.

Service Level Summary for Provisioning Process Points Account / Line Status Enquiry Example

Activity Number	Order Type	Performance Target	Total Orders Delivered	Orders Delivered Within Perf. Target	Actual Performance	Penalties	Total Days Late	Penalty Amount	Total Penalty	Note
1	DRL	98%	9	8	88.89%	1	10	12.7	127.00	
2	ULE	97%	241	232	96.27%	2	2	12.7	-	N/A - Minimum penalty rule

Standard Validations Timeframes

Activity Number	Order Type	Performance Target	Total Orders Delivered	Orders Delivered Within Perf. Target	Actual Performance	Penalties	Total Days Late	Penalty Amount	Total Penalty	Note
4	PU	98%	12	10	83.33%	2	2	12.7	-	N/A - Minimum penalty rule
5	PUI	98%	94	93	98.94%	1	1	12.7	-	N/A - Performance target met
6	PLS	98%	17	15	88.24%	2	4	12.7	-	N/A - Minimum penalty rule
7	PLB	98%	4	2	50.00%	2	2	12.7	-	N/A - Minimum penalty rule
8	CHP	98%	1	0	0.00%	1	1	12.7	-	N/A - Minimum penalty rule
9	PUS	98%	10	9	90.00%	1	10	12.7	127.00	
10	Conwert	98%	10	9	90.00%	1	10	12.7	127.00	
11	PUG	98%	4	2	50.00%	2	10	12.7	127.00	

Standard Delivery Timeframes

Activity Number	Order Type	Performance Target	Total Orders Delivered	Orders Delivered Within Perf. Target	Actual Performance	Penalties	Total Days Late	Penalty Amount	Total Penalty	Note
12	PU	95%	10	9	90.00%	1	8	12.7	101.60	
13	PUI	95%	30	28	93.33%	1	1	12.7	-	N/A - Minimum penalty rule
14	PLS	95%	10	7	70.00%	3	9	12.7	114.30	
15	PLB	95%	2	1	50.00%	1	2	12.7	-	N/A - Minimum penalty rule
16	CHP	95%	5	4	80%	1	1	12.7	-	N/A - Minimum penalty rule
18	PUS	95%	1	0	0.00%	1	8	12.7	101.60	
19	PUG	95%	1	1	100.00%	-	0	12.7	-	

N/A - Minimum penalty rule

The SLA penalty regime is only valid for individual performance metrics where a minimum of €100 penalty has been incurred for a particular SLA activity in any given month per OAO.

Fault Repair Service Level Summary

Fault #	Days to Repair
01-79	1
80 – 130	2
131 – 161	3
162 – 172	4
173 - 174	5
175 - 176	6
177 - 180	7
181	8
182	9
183	10
184	11
185	12
186	13
187	14
188	15
189	16
190	17
191	18
192	19
193	20
194	21
195	22
196	23
197	24
198	25
199	26
200	27

	2,5,10 Repair SLA	3,6,11 Repair SLA
L1 - All tickets assessed inder SLA	200	200
L2 - All tickets closed after day 2 (3)	70	39
L3 - All tickets closed after day 5 (6)	26	24
L4 - All tickets closed after day 10 (11)	17	16
L5 - L2 minus L3- all tickets closed on days 3-5 / 4-6	44	15
L6 - L3 minus L4 - all tickets closed on days 6-10 / 7-11	9	8
sum ticket days from list 4	323	312
sum ticket days form list 5	147	66
sum ticket days from list 6	67	66

2 Day Penalty		3 Day Penalty	
Number Of faults subject to Penalty	$L2-L1*(1-0.77)$ $70-200*(1-0.77)$ 16	Number Of faults subject to Penalty	$L2-L1*(1-0.77)$ $39-200*(1-0.77)$ -15
Penalty Days multiplier (Sum(5)-2*(L5)+3*(L6)+3*(L4))/L2	$((147-2*(44)+3*(9)+3*(17))/70)$ 1.957142857	Penalty Days multiplier (Sum(5)-3*(L5)+3*(L6)+3*(L4))/L2	2.384615385
Penalty (Number of faults subject to Penalty)*(Multiplier)*Penalty	€125	Penalty (Number of faults subject to Penalty)*(Multiplier)*Penalty	0
5 Day Penalty		6 Day penalty	
Number Of faults subject to Penalty	$26-200*(1-0.92)$ 10	Number Of faults subject to Penalty	$24-200*(1-0.92)$ 8
Penalty Days multiplier (Sum(5)-2*(L5)+3*(L6)+3*(L4))/L2	$67-5*9+5*17/26$ 4.115384615	Penalty Days multiplier (Sum(5)-2*(L5)+3*(L6)+3*(L4))/L2	$66-6*(8)+5*(16)/24$ 4.083333333
Penalty	€288	Penalty	€229
10 Day Penalty		11 Day Penalty	
Number Of faults subject to Penalty	17	Number Of faults subject to Penalty	16
Penalty Days multiplier (323-10*17)/17	9.000	Penalty Days multiplier (312-11*16)/16	8.5
Penalty	€1,530	Penalty	€1,360