California Independent System Operator Corporation Fifth Replacement Electronic Tariff

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1. Definitions and Interpretation

1.1 General Provisions of Article I Applicable To CAISO Tariff

1.2 Definitions

Capitalized terms used in this CAISO Tariff shall have the meanings set out in the Master Definitions

Supplement set out in Appendix A unless otherwise stated or the context otherwise requires. If two or

more capitalized terms are used together in a manner not uniquely defined in Appendix A to this CAISO

Tariff, the meanings of each defined term apply.

1.3 Rules Of Interpretation

1.3.1 "Includes" Means "Including Without Limitation"

In this CAISO Tariff "includes" or "including" shall mean "including without limitation".

1.3.2 Specific Rules Of Interpretation Subject to Context

- (a) the singular shall include the plural and vice versa;
- (b) references to a Section or Appendix shall mean a section or appendix of this CAISOTariff;
- references to any law shall be deemed references to such law as it may be amended,replaced or restated from time to time;
- (d) any reference to a "person" includes any individual, partnership, firm, company,
 corporation, joint venture, trust, association, organization or other entity, in each case,
 whether or not having separate legal personality;
- (e) any reference to a day, month, week or year is to a calendar day, month, week or year;
- (f) if the provisions of a CAISO Protocol and a section of the CAISO Tariff conflict, the provisions of the CAISO Tariff will prevail to the extent of the inconsistency;
- (g) a reference to this CAISO Tariff or to a given agreement, or instrument shall be a reference to this CAISO Tariff or to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (h) if the provisions of this CAISO Tariff and those of an existing contract conflict, with respect to Outage coordination, the existing contract will prevail to the extent of the inconsistency;

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- (i) time references are references to prevailing Pacific time;
- (j) the Operating Procedures or Business Practice Manuals referenced in this CAISO Tariff, as may be amended from time to time, shall be posted on the CAISO Website, except as provided in Section 22.11, and such references in this CAISO Tariff shall be to the Operating Procedures or Business Practice Manuals then posted on the CAISO Website;
- (k) if the provisions of an Operating Procedure or a Business Practice Manual and thisCAISO Tariff conflict, the CAISO Tariff will prevail to the extent of the inconsistency;
- (I) any reference to a day or Trading Day, week, month or year is a reference to a calendar day, week, month or year except that a reference to a Business Day shall have the meaning set forth in Appendix A; and
- (m) the captions and headings in this CAISO Tariff are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the rates, terms, and conditions of this CAISO Tariff.