

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.35 "Receiving Party", when such term is used expressly in this tariff, means the party who controls the facilities into which gas is delivered for Shipper. When used in the context of the NAESB Internet Electronic Transport Related Standards 10.Y.Z, the term "Receiving Party" means any party that hosts (either in-house or outsourced) an Internet ET compliant server capable of receiving Internet ET packages. [NAESB WGQ 10.2.6]
- 1.36 "Reserved Capacity" means Daily Reserved Capacity or Summer Daily Reserved Capacity, whichever is applicable.
- 1.37 "Ruby" shall mean Ruby Pipeline L.L.C.
- 1.38 "Secondary," when used to describe a Receipt Point, Delivery Point, or Delivery Location, shall mean a Receipt Point, Delivery Point, or Delivery Location for which no entitlement quantities of gas are specified in the Shipper's firm transportation Service Agreement.
- 1.39 "Service Agreement" shall mean the contract between Paiute and Shipper setting forth rights and obligations of the parties with respect to the transportation or storage of natural gas.
- 1.40 "Shipper" means a party which executes a Service Agreement with Paiute under one of the rate schedules contained in this tariff.
- 1.41 "Shipper's Agent" means any party Shipper may contract with for purposes of administering Shipper's Service Agreement with Paiute. An agent has only those rights designated in writing by such Shipper to Paiute.
- 1.42 "Summer Daily Reserved Capacity" is defined as the largest daily quantity of capacity that Paiute is obligated to make available to a Shipper for firm transportation under Rate Schedule FT-1 during the Summer Period.
- 1.43 "Summer Period" means the seven (7) consecutive month period from April 1 through October 31 of each calendar year.
- 1.44 "Thermally Equivalent" means an equal number of Dth.