

VIA ELECTRONIC FILING

May 16, 2013

Mr. Dale Hardy Roberts, Chief Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102-0360

Re: ***XO Communications Services, LLC Missouri Tariff No. 9 Revisions***

Dear Mr. Roberts:

Please find for filing XO Communications Services, LLC("XO"). Missouri Tariff No. 9 revisions. This filing modifies Regulations language.

The following amended pages are included in this filing:

1st Revised Page 43
1st Revised Page 44

This filing is being submitted with an issued date of May 17, 2013 and effective date of June 30, 2013.

Also enclosed is an additional copy and a self-addressed stamped envelope, please return a date-stamped copy of this letter in the envelope provided. Should you have any questions, please contact me by telephone at (703)547-2635 or by email at daniel.ostroff@xo.com.

Sincerely,

/s/

Daniel G. Ostroff
Senior Regulatory Analyst

Enclosures

ACCESS SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)

2.15 Allowances for Interruptions in Service (cont'd)

2.15.2 Limitations on Allowances

- A. No credit allowance will be made for:
1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company;
 2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities;
 3. interruptions due to the failure or malfunction of non-company equipment;
 4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
 6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, and
 7. interruption of service due to circumstances or causes beyond the control of the Company.

B. Use of alternative service provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

(D)
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(D)

ACCESS SERVICES TARIFF

SECTION 2 - REGULATIONS (CONT'D.)

2.16 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.14.2 : 1) all nonrecurring charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all recurring charges specified in the applicable Service Order for the balance of the then current term. (C)

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an access service request.

2.17 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.