

ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE INFORMATION CONTAINED ON THIS WEBSITE OR OBTAINED FROM YOUR USE OF THIS WEBSITE, INCLUDING FOR VIRUSES OR MALWARE ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, EVEN IF SVC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HPT'S OR ANY OF ITS PREDECESSORS', SUCCESSORS', PARENTS', SUBSIDIARIES', AFFILIATES', OFFICERS', TRUSTEES', SHAREHOLDERS', INVESTORS', EMPLOYEES', AGENTS', REPRESENTATIVES' AND ATTORNEYS' AND THEIR RESPECTIVE HEIRS', SUCCESSORS' AND ASSIGNS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED \$100.00. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

14. Statement Concerning Limited Liability

THE AMENDED AND RESTATED DECLARATION OF TRUST ESTABLISHING SERVICE PROPERTIES TRUST, DATED JUNE 3, 2009, A COPY OF WHICH, TOGETHER WITH ALL AMENDMENTS AND SUPPLEMENTS THERETO, IS DULY FILED IN THE OFFICE OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT THE NAME "SERVICE PROPERTIES TRUST" REFERS TO THE TRUSTEES UNDER THE DECLARATION OF TRUST, AS SO AMENDED AND SUPPLEMENTED, COLLECTIVELY AS TRUSTEES, BUT NOT INDIVIDUALLY OR PERSONALLY, AND THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF SERVICE PROPERTIES TRUST SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, SERVICE PROPERTIES TRUST. ALL PERSONS DEALING WITH SERVICE PROPERTIES TRUST IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF SERVICE PROPERTIES TRUST FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.

15. Changes to Website and Terms and Conditions; Website Availability

SVC reserves the right, in its sole discretion, to restrict, suspend, or terminate these Terms and Conditions and access to all or any part of the website and/or reserves the right to change, suspend or discontinue all or any part of the website or its content at any time without prior notice or liability.

SVC reserves the right to amend these Terms and Conditions at any time and notify you by posting an updated version of these Terms and Conditions on this website. It is your responsibility to periodically check this page so that you are aware of what are the Terms and

Conditions regarding using this website. The amended Terms and Conditions will apply between us whether or not we have given you specific notice of any change.

The Website may be temporarily unavailable from time to time for maintenance or other reasons. SVC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission or communications line failure as a result of such unavailability. SVC is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Website, or on any website or any combination thereof, including injury or damage to you, or to any other person's, computer, mobile phone, or other hardware or software, related to or resulting from using the Website

The user shall be solely responsible for ensuring that any information or content obtained from this Website does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage the user's systems, software or data.

16. Choice of Law and Binding Arbitration

These Terms of Use supersede any other agreement between you and SVC to the extent necessary to resolve any inconsistency or ambiguity between the agreements. These Terms and Conditions shall be construed and enforced in accordance with the procedural and substantive laws of the Commonwealth of Massachusetts, without regards to Massachusetts conflicts of law provisions. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any legal disputes or claims arising out of or related to these Terms and Conditions, or use of HPT's website, which we cannot resolve through negotiated means exclusively, shall be submitted for binding arbitration in Boston, Massachusetts. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules using a single arbitrator, unless otherwise mutually agreed. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and shall be final and binding. Claims shall be brought within the limitations period required by applicable law. Any claim, action or proceeding arising out of or related to the Agreement that you bring must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO (1).BRING A LEGAL ACTION IN COURT (2) HAVE YOUR DISPUTE RESOLVED BY A JUDGE OR JURY, AND (3) PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

17. Miscellaneous

These pages are controlled and operated by SVC in the United States of America and are intended for use within the United States of America. SVC makes no representation that material on these pages are appropriate or available for use in other locations. Those who choose to access these pages from other locations do so on their own initiative and bear sole responsibility for compliance with local laws, if applicable. Further United States export control laws prohibit the export of certain technical data and software to certain countries and territories.

If any provision of these Terms and Conditions is found to be invalid by any court or arbitration panel having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. Failure of SVC to act on or enforce any provision of these Terms and Conditions shall not be construed as a waiver of that provision or any other provision in these Terms and Conditions.

18. Additional Assistance

If you have any questions regarding these Terms and Conditions, please contact us at:

Manager, Investor Relations
Service Properties Trust
Two Newton Place
255 Washington Street
Newton, MA 02458 USA
Telephone: (617) 796-8232
e-mail: ir@hptreit.com

BY USING THIS WEBSITE, YOU EXPRESSLY AGREE TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS.