

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Adrian C. Madaro

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to digital right to repair.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Adrian C. Madaro</i>	<i>1st Suffolk</i>	<i>1/17/2025</i>

HOUSE No.

[Pin Slip]

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Fourth General Court
(2025-2026)**

An Act relative to digital right to repair.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. The General Laws, as appearing in the 2022 Official Edition, are hereby
2 amended by inserting after chapter 93L the following chapter:-

3 CHAPTER 93M.

4 CONSUMER ELECTRONIC DEVICE REPAIR

5 Section 1. As used in this chapter, the following terms shall, unless the context clearly
6 requires otherwise, have the following meanings:

7 "Authorized repair provider" means, with respect to an manufacturer, an individual or
8 business who is unaffiliated with the manufacturer and who has an arrangement with
9 manufacturer under which the manufacturer grants to the individual or business a license to use a
10 trade name, service mark, or other proprietary identifier for the purposes of offering the services
11 of diagnosis, maintenance, or repair of consumer electronic devices under the name of the
12 manufacturer, or other arrangement with the manufacturer to offer such services on behalf of

13 manufacturer. A manufacturer who offers the services of diagnosis, maintenance, or repair of
14 consumer electronic devices manufactured by it or on its behalf, or sold or otherwise supplied by
15 it, and who does not do so exclusively through one or more arrangements as described in this
16 subsection with an unaffiliated individual or business, shall be considered an authorized repair
17 provider with respect to such equipment.

18 “Consumer Electronic Device” or "device" means any product or electronic that:

19 (a) Depends, in whole or in part, on digital electronics, such as a microprocessor or
20 microcontroller, embedded in or attached to the product in order to function;

21 (b) Is tangible personal property;

22 (c) Is generally used for personal, family, or household purposes;

23 (d) Is sold, used, or supplied in Massachusetts 180 days or more after the product was
24 first manufactured and 180 days or more after the product was first sold or used in
25 Massachusetts; and

26 (e) May be capable of attachment to or installation in real property.

27 "Documentation", means any manual, diagram, reporting output, service code
28 description, schematic, security codes or passwords, or other information used in effecting the
29 services of diagnosis, maintenance, or repair of consumer electronic devices.

30 “Fair and reasonable terms”, for obtaining a part or tool or documentation means costs
31 and terms that are equivalent to the most favorable costs and terms under which manufacturer
32 offers the part, tool, or documentation to an authorized repair provider accounting for any
33 discount, rebate, convenient and timely means of delivery, means of enabling fully restored and

34 updated functionality, rights of use, or other incentive or preference the manufacturer offers to an
35 authorized repair provider, or any additional cost, burden, or impediment the manufacturer
36 imposes on an owner or independent repair provider. For documentation, including any relevant
37 updates, "fair and reasonable terms" also means at no charge, except that, when the
38 documentation is requested in physical printed form, a charge may be included for the reasonable
39 actual costs of preparing and sending the copy.

40 "Independent repair provider" means, with respect to a manufacturer, an individual or
41 business operating in the Commonwealth, who does not have an arrangement as an authorized
42 repair provider with the manufacturer, and who is not affiliated with any individual or business
43 who has such an arrangement with the manufacturer, when that individual or business is engaged
44 in the services of diagnosis, maintenance, or repair of consumer electronic devices. A
45 manufacturer or, with respect to that manufacturer, an individual or business who has such an
46 arrangement with that manufacturer, or who is affiliated with an individual or business who has
47 such an arrangement with that manufacturer, shall be considered an independent repair provider
48 when engaging in the services of diagnosis, maintenance, or repair of consumer electronic
49 devices that is not manufactured by or on behalf of, or sold or otherwise supplied by, that
50 manufacturer.

51 "Manufacturer", means a business engaged in the business of selling, leasing, or
52 otherwise supplying new consumer electronic devices, or parts of equipment, manufactured by or
53 on behalf of itself, to any individual or business.

54 "Owner", an individual or business who lawfully acquires a portable wireless device
55 purchased or used in the Commonwealth.

56 “Part” means any replacement part, either new or used, made available by or to a
57 manufacturer for purposes of effecting the services of maintenance or repair of consumer
58 electronic devices manufactured by or on behalf of, sold or otherwise supplied by the
59 manufacturer.

60 “Tool” means any software program, hardware implement, or other apparatus used for
61 diagnosis, maintenance, or repair of consumer electronic devices, including software or other
62 mechanisms that provision, program, or pair a part, calibrate functionality, or perform any other
63 function required to bring the product back to fully functional condition.

64 "Trade secret" means anything tangible or intangible or electronically stored or kept
65 which constitutes, represents, evidences, or records intellectual property including secret or
66 confidentially held designs, processes, procedures, formulas, inventions or improvements, or
67 secrets of confidentially held scientific, technical, merchandising, production, financial, business
68 or management information, or anything within the definition in 18 U.S.C. 1839(3).

69 "Video game console" means a computing device, such as a console machine, a handheld
70 console device, or another device or system, and its components and peripherals, that is primarily
71 used by consumers for playing video games, but which is neither a general nor an all-purpose
72 computer, such as a desktop computer, laptop, tablet, or cell phone.

73 Section 2. Notwithstanding any general or special law to the contrary, manufacturers of
74 consumer electronic devices, or parts for such equipment, manufactured by it or on its behalf, or
75 sold or otherwise supplied by it in the Commonwealth, shall make available to owners of such
76 devices and to independent repair providers, on fair and reasonable terms, documentation, parts,
77 and tools, inclusive of any updates, for purposes of diagnosis, maintenance, or repair of such

78 devices. Nothing in this subsection requires a manufacturer to make available a part that is no
79 longer available to the manufacturer.

80 Section 3. Manufacturers that sell any diagnostic, service, or repair information to any
81 independent repair provider or any other third-party provider in a format that is standardized with
82 other manufacturers, and on terms and conditions more favorable than the manner and the terms
83 and conditions pursuant to which an authorized repair provider obtains the same diagnostic,
84 service, or repair information, shall be prohibited from requiring any authorized repair provider
85 to continue purchasing diagnostic, service, or repair information in a proprietary format, unless
86 such proprietary format includes diagnostic, service, repair, or dealership operations information
87 or functionality that is not available in such standardized format.

88 Section 4. Nothing in this chapter shall be construed to require a manufacturer to divulge
89 a trade secret, except as necessary to provide documentation, parts, and tools on fair and
90 reasonable terms.

91 Section 5. Nothing in this chapter shall require manufacturers or authorized repair
92 providers to provide an owner or independent repair provider access to non-diagnostic and non-
93 repair information provided by a manufacturer to an authorized repair provider pursuant to the
94 terms of an authorizing agreement.

95 Section 6.

96 (a) An independent repair provider or owner who believes that a manufacturer has failed
97 to provide documentation, parts, and tools for purposes of diagnosis, maintenance, or repair of
98 consumer electronic devices as required by this chapter shall notify the manufacturer in writing
99 and give the manufacturer 30 days from the time the manufacturer receives the complaint to cure

100 the failure. If the manufacturer cures such a complaint within the cure period, damages shall be
101 limited to actual damages in any subsequent litigation.

102 (b) If the manufacturer fails to respond to the notice provided pursuant to subsection (a),
103 or if an independent repair provider or owner is not satisfied with the manufacturer's cure, the
104 independent repair provider or owner may file a complaint in superior court. The complaint shall
105 include the following:

106 (i) written information confirming that the complainant has attempted to acquire and use,
107 through the then available standard support function provided by the manufacturer, relevant
108 documentation, parts, and tools, including communication with customer assistance via the
109 manufacturer's then standard process, if made available by the manufacturer; and

110 (ii) evidence of manufacturer notification as required by subsection (a).

111 Section 10. In addition to any other remedies that may be available, a violation of this
112 chapter shall be deemed to be an unfair method of competition and an unfair or deceptive act or
113 practice in the conduct of trade or commerce in violation of section 2 of chapter 93A.

114 Section 11. This Act shall apply to equipment sold or in use on or after January 1, 2026

115 Section 12. (a) The following devices, products or services shall be exempt from the
116 requirements under this chapter:

117 (i) a device approved by the United States Food and Drug Administration;

118 (ii) a device that has never been available for retail sale to a consumer;

119 (iii) a device that is a system, mechanism, or series of mechanisms that generates, stores,
120 or combines generation and storage of electrical energy from solar radiation;

121 (iv) a device that stores electrical energy for a period of time and transmits the energy
122 after storage, that is interconnected with a transmission or distribution system and that is
123 approved by an electric utility or located on a customer's side of an electric utility meter in
124 accordance with an applicable utility tariff or interconnection agreement;

125 (v) a motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor
126 vehicle dealer acting in that capacity or to any product or service of a motor vehicle
127 manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in that
128 capacity; and

129 (vi) a manufacturer, distributor, importer, or dealer of any power generation or storage
130 equipment, or equipment for fueling or charging motor vehicles.

131 (b) Nothing in this chapter shall apply to utility equipment; farm or agricultural
132 equipment; construction equipment; compact construction equipment; road building equipment;
133 electronic vehicle charging infrastructure equipment; mining equipment; and any tools,
134 technology, attachments, accessories, components, and repair parts for any of the foregoing.

135 (c) Nothing in this chapter shall require any original manufacturer or authorized repair
136 provider to make available any parts, tools, or documentation required for the diagnosis,
137 maintenance, or repair of a video game console and its components and peripherals.

138 (d) Nothing in this chapter shall require any original manufacturer or authorized repair
139 provider to make available documentation or tools used exclusively for repairs completed by

140 machines that operate on several digital electronic products simultaneously, if the original
141 manufacturer makes available to owners of the product and independent repair providers
142 sufficient, alternative documentation and tools to effect the diagnosis, maintenance, or repair of
143 the digital electronic product.

144 (e) Nothing in this chapter shall require an original manufacturer to make available
145 special documentation, tools, parts, or other devices or implements that would disable or
146 override, without an owner's authorization, theft prevention, privacy, or security measures that
147 the owner sets for digital electronic products.

148 (f) Nothing in this chapter shall apply to set-top boxes, modems, routers, or all-in-one
149 devices delivering internet, video, and voice systems that are distributed by a video, internet, or
150 voice service provider if the service provider offers equivalent or better, readily available
151 replacement equipment at no charge to the customer.

152 (g) Nothing in this chapter shall apply to off-road equipment, including without
153 limitation, farm and utility tractors; farm implements; farm machinery; forestry equipment;
154 industrial equipment; utility equipment; construction equipment; compact construction
155 equipment; road-building equipment; mining equipment; turf, yard, and garden equipment;
156 outdoor power equipment; portable generators; marine, all-terrain sports, racing, and recreational
157 vehicles; stand-alone or integrated stationary or mobile internal combustion engines; power
158 sources such as generator sets, electric batteries, and fuel cell power; power tools; and any tools,
159 technology, attachments, accessories, components, and repair parts for any of the foregoing.

160 (h) Nothing in this chapter shall apply to fire alarm systems, intrusion detection
161 equipment that is provided with a security monitoring service, and life safety systems.

162 (i) Nothing in this chapter shall require an original manufacturer or authorized repair
163 provider to make available any parts, tools, or documentation required for the diagnosis,
164 maintenance, or repair of public safety communications equipment, the intended use of which is
165 for emergency response or prevention purposes by an emergency service organization such as a
166 police, fire, or emergency medical services agency.