

SENATE No. 3062

The Commonwealth of Massachusetts

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

SENATE, April 23, 2026.

The committee on Consumer Protection and Professional Licensure to whom was referred the petition (accompanied by bill, Senate, No. 189) of Michael D. Brady, Joanne M. Comerford and James B. Eldridge for legislation relative to digital right to repair, report the accompanying bill (Senate, No. 3062).

For the committee,
Pavel M. Payano

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**In the One Hundred and Ninety-Fourth General Court
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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 The General laws are hereby amended by inserting after chapter 93L the following

2 Chapter:-

3 Chapter 93M Consumer Electronic Devices

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

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

14 it, and who does not do so exclusively through one or more arrangements as described in this
15 subsection with an unaffiliated individual or business, shall be considered an authorized repair
16 provider with respect to such equipment.

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

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

20 (b) Is tangible personal property;

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

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

25 (e) Might be, but is not necessarily, capable of attachment to or installation in real
26 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 "Portable Wireless Device" means a product which includes a battery, microphone,
61 speaker and display designed to send and receive transmissions through a cellular radiotelephone
62 service.

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

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

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

76 Section 2. Manufacturers of consumer electronic devices, or parts for such equipment,
77 manufactured by it or on its behalf, or sold or otherwise supplied by it in the Commonwealth,

78 shall make available to owners of such devices and to independent repair providers, on fair and
79 reasonable terms, documentation, parts, and tools, inclusive of any updates, for purposes of
80 diagnosis, maintenance, or repair of such devices. Nothing in this subsection requires a
81 manufacturer to make available a part that is no longer available to the manufacturer.

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

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

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

97 Section 6.(a) An independent repair provider or owner who believes that a manufacturer
98 has failed to provide documentation, parts, and tools for purposes of diagnosis, maintenance, or
99 repair of consumer electronic devices as required by this chapter shall notify the manufacturer in

100 writing and give the manufacturer 30 days from the time the manufacturer receives the complaint
101 to cure the failure. If the manufacturer cures such a complaint within the cure period, damages
102 shall be limited to actual damages in any subsequent litigation.

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

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

111 (2) evidence of manufacturer notification as required by subsection (a).

112 Section 7. In addition to any other remedies that may be available, a violation of this
113 chapter shall be deemed to be an unfair method of competition and an unfair or deceptive act or
114 practice in the conduct of trade or commerce in violation of section 2 of chapter 93A.

115 Section 8. a) The following devices, products, or services shall be exempt from the
116 requirements under this chapter:

117 (i) Motor vehicle, including a motorcycle, manufacturer, manufacturer of motor vehicle
118 equipment, or motor vehicle dealer acting in that capacity or to any product or service of a motor
119 vehicle manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting
120 in that capacity;

121 (ii) Manufacturer, distributor, importer, or dealer of any power generation or storage
122 equipment, or equipment for fueling or charging motor vehicles;

123 (iii) Product that has never been available for retail sale to a consumer;

124 (iv) Product which is a system, mechanism, or series of mechanisms that generates,
125 stores, or combines generation and storage of electrical energy from solar radiation; or

126 (v) Product which stores electrical energy for a period of time and transmits the energy
127 after storage, that is interconnected with a transmission or distribution system and that is
128 approved by an electric utility or located on a customer's side of an electric utility meter in
129 accordance with an applicable utility tariff or interconnection agreement.

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

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

137 d) Nothing in this section shall be construed to require any original manufacturer or
138 authorized repair provider to make available documentation or tools used exclusively for repairs
139 completed by machines that operate on several digital electronic products simultaneously, if the
140 original manufacturer makes available to owners of the product and independent repair providers

141 sufficient, alternative documentation and tools to effect the diagnosis, maintenance, or repair of
142 the digital electronic product.

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

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

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

159 h) Nothing in this section shall apply to fire alarm systems, intrusion detection equipment
160 that is provided or configured to be provided with a security monitoring service, life safety
161 systems, and physical access control equipment.

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

167 j) Nothing in this chapter shall apply to a device approved by the United States Food and
168 Drug Administration.

169 Section 9. To the extent a provision of this Chapter conflicts with federal law, the federal
170 law shall control.

171 Section 10. This Act applies with respect to equipment sold or in use on or after the
172 effective date of this Act.

173 Section 11. This Act shall take effect January 1, 2027.