

SENATE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Michael D. Brady

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:

Michael D. Brady

DISTRICT/ADDRESS:

Second Plymouth and Norfolk

SENATE 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 The General laws are hereby amended by inserting after chapter 93K the following

2 Chapter:-

3 Chapter 93L 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 means a product which includes a battery, microphone, speaker and display designed to
28 send and receive transmissions through a cellular radiotelephone service.

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

32 “Fair and reasonable terms”, for obtaining a part or tool or documentation means costs
33 and terms that are equivalent to the most favorable costs and terms under which manufacturer

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

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

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

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

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

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

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

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

75 Section 2. Manufacturers of consumer electronic devices, or parts for such equipment,
76 manufactured by it or on its behalf, or sold or otherwise supplied by it in the Commonwealth,
77 shall make available to owners of such devices and to independent repair providers, on fair and

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

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

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

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

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

99 manufacturer in writing and give the manufacturer 30 days from the time the manufacturer
100 receives the complaint to cure the failure. If the manufacturer cures such a complaint within the
101 cure period, damages shall be 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 (1) 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 (2) 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 applies with respect to equipment sold or in use on or after the
115 effective date of this Act.

116 Section 12. This Act takes effect January 1, 2026

117 Section 13. Nothing in this chapter shall apply to a device approved by the United States
118 Food and Drug Administration.

119 Nothing in this section shall apply:

120 (a) Motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor
121 vehicle dealer acting in that capacity or to any product or service of a motor vehicle
122 manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in that
123 capacity;

124 (b) Manufacturer, distributor, importer, or dealer of any power generation or storage
125 equipment, or equipment for fueling or charging motor vehicles;

126 (c) Product that has never been available for retail sale to a consumer;

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

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

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

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

140 (10) Nothing in this section shall be construed to require any original manufacturer or
141 authorized repair provider to make available documentation or tools used exclusively for repairs
142 completed by machines that operate on several digital electronic products simultaneously, if the
143 original manufacturer makes available to owners of the product and independent repair providers
144 sufficient, alternative documentation and tools to effect the diagnosis, maintenance, or repair of
145 the digital electronic product.

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

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

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

162 (14) Nothing in this section shall apply to fire alarm systems, intrusion detection
163 equipment that is provided with a security monitoring service, and life safety systems.

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