

By: Luther

H.B. No. 3682

A BILL TO BE ENTITLED

AN ACT

relating to the diagnosis, maintenance, and repair of digital electronic equipment.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle C, Title 5, Business & Commerce Code, is amended by adding Chapter 122 to read as follows:

CHAPTER 122. DIAGNOSIS, MAINTENANCE, AND REPAIR OF DIGITAL ELECTRONIC EQUIPMENT

Sec. 122.001. DEFINITIONS. In this chapter:

(1) "Authorized repair provider" means an individual or business entity that is not an affiliate of but has an arrangement with an original equipment manufacturer:

(A) under which the original equipment manufacturer grants to the individual or business entity a license to use a trade name, service mark, or other proprietary identifier for the purpose of offering diagnosis, maintenance, or repair services for digital electronic equipment under the name of the original equipment manufacturer; or

(B) to offer diagnosis, maintenance, or repair for digital electronic equipment services on behalf of the original equipment manufacturer.

(2) "Digital electronic equipment" means any product that, to function, depends wholly or partly on digital electronics embedded in or attached to the product.

1           (3) "Documentation" means any manual, diagram,  
2 reporting output, service code description, schematic, or other  
3 guidance or information provided to an authorized repair provider  
4 used in the diagnosis, maintenance, or repair of digital electronic  
5 equipment.

6           (4) "Embedded software" means any programmable  
7 instructions provided on firmware that is delivered with digital  
8 electronic equipment or with a replacement part for that equipment  
9 for the purpose of equipment operation, including all relevant  
10 patches and fixes made by the original equipment manufacturer of  
11 the digital electronic equipment or replacement part for that  
12 purpose.

13           (5) "Fair and reasonable terms" means:

14                   (A) with respect to making available a  
15 replacement part or a tool that is not software, making the part or  
16 tool available:

17                           (i) under costs and terms equivalent to the  
18 most favorable net cost and terms offered to an original equipment  
19 manufacturer's authorized repair provider for obtaining an  
20 equivalent part or tool, accounting for any discounts, rebates,  
21 means of enabling fully restored and updated functionality, rights  
22 of use, convenience of delivery, or other incentive program offered  
23 to the authorized repair provider, or any additional cost, burden,  
24 or impediment the manufacturer imposes on an independent repair  
25 provider;

26                           (ii) without any condition, substantial  
27 obligation, or restriction that is not reasonably necessary to

1 allow the owner or independent repair provider to engage in the  
2 diagnosis, maintenance, or repair of the manufacturer's digital  
3 electronic equipment; and

4 (iii) without conditioning that  
5 availability on the recipient being an authorized repair provider;

6 (B) with respect to making available a tool that  
7 is software, making the tool available at no charge, without  
8 requiring authorization or Internet access, and without imposing  
9 any other impediment to access or use of the tool in a manner that  
10 impairs the efficient and cost-effective diagnosis, maintenance,  
11 or repair of the equipment; or

12 (C) with respect to making available  
13 documentation, including any relevant updates to the  
14 documentation, making the documentation available at no cost,  
15 except that an original equipment manufacturer may charge the  
16 reasonable actual cost of preparing and sending a copy of the  
17 documentation when the documentation is requested in physical  
18 printed form.

19 (6) "Firmware" means a software program or set of  
20 instructions programmed on digital electronic equipment or on a  
21 replacement part for the equipment that allows the equipment or  
22 replacement part to communicate with itself or other computer  
23 hardware.

24 (7) "Independent repair provider" means an individual  
25 or business entity operating in this state:

26 (A) who does not, on the individual or entity's  
27 own behalf or through an affiliate, have an arrangement with an

1 original equipment manufacturer as described by Subdivision (1) and  
2 who is engaged in diagnosis, maintenance, or repair of digital  
3 electronic equipment; or

4 (B) that is an original equipment manufacturer,  
5 or who is an individual or business entity who has an arrangement  
6 with that original equipment manufacturer as described by  
7 Subdivision (1), only with respect to diagnosis, maintenance, or  
8 repair of digital electronic equipment not manufactured by or sold  
9 under the name of that original equipment manufacturer.

10 (8) "Original equipment manufacturer" means a  
11 business entity that sells, leases, or supplies new digital  
12 electronic equipment manufactured by or on behalf of the business  
13 entity.

14 (9) "Owner" means an individual or business entity who  
15 owns or leases digital electronic equipment purchased or used in  
16 this state.

17 (10) "Replacement part" means a new or used  
18 replacement part made available by the original equipment  
19 manufacturer for the purpose of maintenance or repair of digital  
20 electronic equipment manufactured, sold, or supplied by the  
21 original equipment manufacturer.

22 (11) "Tool" means any software program, hardware  
23 implement, or other apparatus used for diagnosis, maintenance, or  
24 repair of digital electronic equipment, including software or  
25 another mechanism that:

26 (A) provisions, programs, or pairs a new part;

27 (B) calibrates functionality; or

1           (C) performs any other function required to  
2 restore the equipment to fully functional condition.

3           (12) "Trade secret" has the meaning assigned by 18  
4 U.S.C. Section 1839, as that section existed on January 1, 2025.

5           Sec. 122.002. REQUIREMENTS FOR ORIGINAL EQUIPMENT  
6 MANUFACTURERS. (a) For digital electronic equipment, including  
7 parts for that equipment, sold or used in this state, the original  
8 equipment manufacturer of the equipment or part shall make  
9 available on fair and reasonable terms to any independent repair  
10 provider or to an owner of digital electronic equipment  
11 manufactured by or on behalf of, sold by, or supplied by the  
12 original equipment manufacturer:

13           (1) documentation, replacement parts, and tools,  
14 including any updates to information or embedded software, for that  
15 equipment or replacement part; and

16           (2) for equipment containing an electronic security  
17 lock or other security-related function, any special  
18 documentation, replacement part, or tool needed to disable and  
19 reset the lock or function when disabled in the course of diagnosis,  
20 maintenance, or repair of the equipment.

21           (b) An original equipment manufacturer may make available  
22 the documentation, replacement part, or tool under Subsection  
23 (a)(2) through an appropriate secure release system.

24           (c) Notwithstanding Subsection (a), if an original  
25 equipment manufacturer provides an express warranty with respect to  
26 digital electronic equipment and the wholesale price of that  
27 equipment is at least \$100, the manufacturer shall provide any

1 replacement part, tool, or documentation to enable repair of that  
2 equipment during the manufacturer's warranty period at an equitable  
3 price, including convenience of delivery and enabling  
4 functionality, that takes into consideration:

5 (1) the actual cost to the manufacturer to prepare and  
6 distribute the part, tool, or documentation, without considering  
7 research and development costs;

8 (2) the ability of owners and independent repair  
9 providers to afford the part, tool, or documentation; and

10 (3) the means by which the part, tool, or  
11 documentation is distributed.

12 (d) This section does not require an original equipment  
13 manufacturer to make available a replacement part if the part is no  
14 longer available to the original equipment manufacturer.

15 (e) An original equipment manufacturer who offers the  
16 services of diagnosis, maintenance, or repair of the manufacturer's  
17 own digital electronic equipment, and who does not have an  
18 authorized repair arrangement with an individual or business entity  
19 that is not an affiliate, is considered to be an authorized repair  
20 provider with respect to that equipment.

21 Sec. 122.003. CONSTRUCTION OF CHAPTER. (a) Nothing in this  
22 chapter may be construed to require an original equipment  
23 manufacturer to divulge a trade secret to an owner or an independent  
24 repair provider except as necessary to provide documentation,  
25 replacement parts, and tools on fair and reasonable terms as  
26 provided by this chapter.

27 (b) Nothing in this chapter may be construed to alter the

1 terms of an arrangement described by Section 122.001(1) between an  
2 authorized repair provider and original equipment manufacturer,  
3 including the performance or provision of warranty or recall repair  
4 work by the authorized repair provider on behalf of the original  
5 equipment manufacturer under an arrangement described by Section  
6 122.001(1), except that any provision in an agreement between an  
7 authorized repair provider and original equipment manufacturer  
8 that purports to waive, avoid, restrict, or limit the original  
9 equipment manufacturer's obligation to comply with this chapter is  
10 void and unenforceable.

11 Sec. 122.004. DECEPTIVE TRADE PRACTICE. A violation of  
12 this chapter is a deceptive trade practice in addition to the  
13 practices described by Subchapter E, Chapter 17, and is actionable  
14 under that subchapter.

15 SECTION 2. To the extent of a conflict between Chapter 122,  
16 Business & Commerce Code, as added by this Act, and a provision of  
17 an agreement between an authorized repair provider and original  
18 equipment manufacturer entered into before the effective date of  
19 this Act, the provision of the agreement prevails.

20 SECTION 3. This Act takes effect September 1, 2025.