

**HOUSE BILL NO. 162**

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - FIRST SESSION

**BY REPRESENTATIVE DIBERT**

**Introduced: 3/28/25**

**Referred: Community and Regional Affairs, Labor and Commerce**

**A BILL**

**FOR AN ACT ENTITLED**

1   **"An Act relating to the diagnosis, maintenance, and repair of products that use digital**  
2   **electronics to operate; adding an unlawful act to the Alaska Unfair Trade Practices and**  
3   **Consumer Protection Act; and providing for an effective date."**

4   **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

5       **\* Section 1.** The uncodified law of the State of Alaska is amended by adding a new section  
6   to read:

7       SHORT TITLE. This Act may be known as the Digital Right to Repair Act.

8       **\* Sec. 2.** AS 45.45 is amended by adding new sections to read:

9               **Article 12A. Digital Product Diagnosis, Maintenance, and Repair.**

10              **Sec. 45.45.800. Digital product diagnosis, maintenance, and repair.** (a) A  
11   digital product manufacturer shall, as required under AS 45.45.800 - 45.45.890, make  
12   available to an independent service provider or owner of a digital product  
13   manufactured, sold, or leased by or on behalf of the manufacturer any documentation,  
14   parts, and tools provided to an authorized service provider for the diagnosis,

1 maintenance, or repair of the digital product.

2 (b) The documentation, parts, and tools made available under (a) of this  
3 section must include any changes made by the digital product manufacturer to update,  
4 fix, or improve a computer program, including the program's data, or firmware used in  
5 the product or part.

6 **Sec. 45.45.810. Security features.** If a digital product contains an electronic  
7 security lock or other security-related feature that is disabled during the diagnosis,  
8 maintenance, or repair of the product, the digital product manufacturer shall make  
9 available to the independent service provider or owner of the product the  
10 documentation, parts, and tools necessary to reset the security-related feature. The  
11 manufacturer may use appropriate secure release systems to make the documentation,  
12 parts, and tools available.

13 **Sec. 45.45.820. Unavailable parts.** A digital product manufacturer is not  
14 required to make a part available under AS 45.45.800 - 45.45.890 if the part is no  
15 longer available to the manufacturer.

16 **Sec. 45.45.830. Terms of providing documentation, parts, and tools.** (a)  
17 Except as provided in (b) and (c) of this section, a digital product manufacturer shall  
18 make available to an independent service provider or owner of the product

19 (1) documentation required under AS 45.45.800 - 45.45.890 without  
20 charge, except that, if the provider or owner requests a physical copy of the  
21 documentation, the manufacturer may charge the provider or owner for the reasonable,  
22 actual cost of preparing and sending a copy of the documentation;

23 (2) parts required under AS 45.45.800 - 45.45.890, directly or through  
24 an authorized service provider, on terms that are the same as the most favorable terms  
25 the manufacturer provides to an authorized service provider of the manufacturer;

26 (3) the tools required under AS 45.45.800 - 45.45.890 without  
27 (A) charge, except that, if the provider or owner requests a tool  
28 in physical form, the manufacturer may charge the provider or owner for the  
29 reasonable, actual costs of preparing and sending the tool;  
30 (B) impeding access or use of the tool to diagnose, maintain, or  
31 repair and enable full functionality of the digital product; and

(C) impeding the efficient and cost-effective use of the diagnostic, maintenance, or repair functions of the tool.

(b) A digital product manufacturer may not charge an independent service provider or an owner a price that is greater than the price the manufacturer charges its authorized service provider, after discounts, rebates, and other incentive programs, to make the same documentation, part, or tool available.

(c) Notwithstanding (a)(2) and (b) of this section, for a digital product that is farm equipment, a manufacturer shall, directly or through an authorized service provider, provide parts on terms and at costs that are reasonable considering the conditions agreed on, the quality of the parts, and the timeliness of the delivery.

**Sec. 45.45.840. Independent service provider.** A person is considered to be an independent service provider under AS 45.45.800 - 45.45.890 if the person

(1) engages in the business of diagnosis, maintenance, or repair of digital products in the state; and

(2) is not a digital product manufacturer, does not have a license or contract with a digital product manufacturer under AS 45.45.850(a), and is not affiliated with a person that has a license or contract with a digital product manufacturer under AS 45.45.850(a).

**Sec. 45.45.850. Authorized service provider.** (a) A person is an authorized service provider under AS 45.45.800 - 45.45.890 if the person has a

(1) license to use a trade name, service mark, or other proprietary identification of the digital product manufacturer to offer diagnosis, maintenance, or repair of digital products under the name of the digital product manufacturer; or

(2) contract that is not described in (1) of this subsection with the digital product manufacturer to provide diagnosis, maintenance, or repair of digital products that are manufactured by the digital product manufacturer.

(b) A digital product manufacturer that offers the services of diagnosis, maintenance, or repair of its own digital products is considered an authorized service provider for such products for the purposes of AS 45.45.800 - 45.45.890.

**Sec. 45.45.860. Trade secrets.** Nothing in AS 45.45.800 - 45.45.890 may be construed to require a digital product manufacturer to disclose a trade secret to an

1 independent service provider or an owner except to the extent necessary to make  
 2 documentation, parts, and tools available under AS 45.45.800 - 45.45.890. In this  
 3 section, "trade secret" has the meaning given in AS 45.50.940.

4 **Sec. 45.45.870. Limitations on application and liability; exemption.** (a) An  
 5 agreement that waives, restricts, or otherwise limits the obligations of a digital product  
 6 manufacturer under AS 45.45.800 - 45.45.890 is void and unenforceable.

7 (b) A digital product manufacturer or authorized service provider may not be  
 8 held civilly liable for damages or injuries caused to a digital product by an  
 9 independent service provider or owner during the course of the independent service  
 10 provider's or owner's diagnosis, maintenance, or repair of the product.

11 (c) The provisions of AS 45.45.800 - 45.45.890 do not apply to the diagnosis,  
 12 maintenance, or repair of a digital product that is a motor vehicle or a part for a motor  
 13 vehicle.

14 **Sec. 45.45.880. Interpretation.** Nothing in AS 45.45.800 - 45.45.890 may be  
 15 construed to require a digital product manufacturer or an authorized service provider  
 16 to make available to an independent service provider or an owner the information,  
 17 other than documentation, that a digital product manufacturer makes available to an  
 18 authorized service provider under a license or other contract described in  
 19 AS 45.45.850(a).

20 **Sec. 45.45.890. Definitions.** In AS 45.45.800 - 45.45.890,

21 (1) "authorized service provider" means a person that is an authorized  
 22 service provider under AS 45.45.850;

23 (2) "digital product" means a product that depends for its functioning,  
 24 in whole or in part, on digital electronics embedded in or attached to the product;

25 (3) "digital product manufacturer" means a person engaged in the  
 26 business of selling, leasing, or otherwise supplying new digital products manufactured  
 27 by or on behalf of the person to another person;

28 (4) "documentation" means a manual, diagram, reporting output,  
 29 service code description, schematic diagram, security code, password, or other  
 30 guidance or information used in effecting the services of diagnosis, maintenance, or  
 31 repair of a digital product;

1 (5) "farm equipment"

2 (A) includes a combine, farm tractor, trailer, sprayer, tillage  
3 implement, baler, engine, motor, or other equipment used or intended for use  
4 on a farm or ranch operation to plant, cultivate, irrigate, or harvest agricultural  
5 products or to ranch, and attachments and repair parts for farm equipment;

6 (B) does not include a motor vehicle required to be registered  
7 under AS 28.10;

8 (6) "independent service provider" means a person that is an  
9 independent service provider under AS 45.45.840;

10 (7) "motor vehicle" means a vehicle designed for transporting persons  
11 or property on a street or highway and certified by the manufacturer under all  
12 applicable federal emissions standards and requirements for distribution and sale in the  
13 United States;

14 (8) "owner" means a person who owns or leases a digital product;

15 (9) "part" means a new or used replacement part that a digital product  
16 manufacturer makes available for the maintenance or repair of the product;

17 (10) "tool" includes a software program, hardware implement, or other  
18 apparatus used for diagnosis, maintenance, or repair of a digital product, including  
19 software or other mechanisms that calibrate, update, program, pair new parts, or  
20 otherwise perform a purpose that ensures the product's functionality.

21 \* **Sec. 3.** AS 45.50.471(b) is amended by adding a new paragraph to read:

22 (58) violating AS 45.45.800 - 45.45.890 (digital product diagnosis,  
23 maintenance, and repair).

24 \* **Sec. 4.** The uncoded law of the State of Alaska is amended by adding a new section to  
25 read:

26 APPLICABILITY. This Act applies to a digital product that is sold or leased in the  
27 state on or after the effective date of this Act. In this section, "digital product" has the  
28 meaning given in AS 45.45.890.

29 \* **Sec. 5.** The uncoded law of the State of Alaska is amended by adding a new section to  
30 read:

31 SAVING CLAUSE. This Act may not be construed to change the terms of a license or

- 1 contract that is in effect immediately before the effective date of this Act.
- 2 \* **Sec. 6.** This Act takes effect January 1, 2026.