

(2) Special rule for claims under section 1134.—In any action under paragraph (1) alleging a violation of section 1134(a)—

(A) the plaintiff establishes a prima facie violation by demonstrating that—

(i) 2 or more individuals were offered different prices by the defendant for the same, or a substantially similar, product or service during the same, or a substantially similar, period of time; or

(ii) 1 individual was offered different prices by the defendant for the same, or a substantially similar, product or service during the same, or a substantially similar, period of time while using different means of viewing the price; and

(B) the defendant may rebut the prima facie showing under subparagraph (A) by demonstrating that the alleged difference in price was—

(i) not informed, in whole or in part, by surveillance data; or

(ii) fully explained by the exceptions described in section 1134(b).

(3) Limitation.—An action under this subsection may be commenced not later than 5 years after the date on which the person first discovered or had a reasonable opportunity to discover the violation.

(e) Remedies cumulative.—The remedies provided under this section are in addition to, and not in lieu of, any other remedies available under Federal or State law.

(f) No preemption of stricter State law.—Nothing in this subtitle shall be construed to preempt any State law that provides equal or greater protection against anticompetitive conduct, unfair methods of competition, or unfair, deceptive, or abusive acts or practices.

Subtitle D—Right to Repair

SEC. 1141. SHORT TITLE AND FINDINGS.

(a) Short title.—This subtitle may be cited as the "Right to Repair Act".

(b) Findings.—Congress finds the following:

(1) The Federal Trade Commission has extensively studied the ability of customers to repair the products they own and found that products have become increasingly difficult to repair due to manufacturer-imposed repair restrictions, including physical barriers, the unavailability of parts, manuals, tools, and diagnostic software, and the use of software locks and pairing technologies.

(2) Manufacturers often profit more from product replacement or steering consumers toward authorized repair networks than from permitting independent repair, creating incentives to restrict repair markets.

(3) The Federal Trade Commission's 2021 "Nixing the Fix" Report found limited evidence supporting claims that independent repair presents heightened safety, cybersecurity, liability, or quality risks.

(4) Expanded competition in repair and parts markets offers lower prices for repairs, extends product lifespan, reduces electronic waste, and generates economic opportunities for independent repair businesses and local communities.

(5) The right to repair a product is integral to property rights, enabling owners to choose independent repair providers or to repair products themselves.

(6) Repair restrictions disproportionately harm small businesses, low-income households, and family farms, and reduce the availability of timely and affordable repairs in rural areas.

(7) Many modern products depend on software and applications to operate, and failure to provide software updates can render products insecure, inoperable, or unrepairable, undermining product longevity and leaving consumers without the ability to meaningfully compare durability at the time of purchase.

(8) It advances the public interest to ensure access to cost-effective repair and to prevent manufacturers from using technological or contractual mechanisms to impair competition in repair markets.

SEC. 1142. DEFINITIONS.

(a) Definitions.—In this subtitle:

(1) Aftermarket part.—The term "aftermarket part" means a part made by a person other than the manufacturer of a covered product and not identified by the manufacturer's brand, trade, or corporate name.

(2) All-terrain vehicle.—The term "all-terrain vehicle" means any motorized, off-highway vehicle designed to travel on 3 or 4 wheels, having a seat designed to be straddled by the operator and handlebars for steering, excluding prototypes intended exclusively for research and development unless offered for sale.

(3) Authorized repair provider.—The term "authorized repair provider" means any person that has an arrangement with a manufacturer to offer diagnostic, maintenance, or repair services for a covered product, or the manufacturer itself when performing such services.

(4) Commission.—The term "Commission" means the Federal Trade Commission.

(5) Covered product.—The term "covered product" means digital electronics equipment, a digital electronics-enabled implement of agriculture, an all-terrain vehicle, a motor vehicle, a heavy-duty vehicle, or a powered mobility assistance device, but does not include industrial safety equipment.

(6) Digital electronics equipment.—The term "digital electronics equipment" means any product that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to the product, not including an all-terrain vehicle, motor vehicle, heavy-duty vehicle, or digital electronics-enabled implement of agriculture.

(7) Digital electronics-enabled implement of agriculture.—The term "digital electronics-enabled implement of agriculture" means equipment designed for agricultural

purposes, used exclusively by the owner in agricultural operations, and dependent for its functioning, in whole or in part, on digital electronics embedded in or attached to the product.

(8) Documentation.—The term "documentation" means any manual, diagram, reporting output, service code description, schematic, security code or password, or similar information, in electronic or tangible format, including updates, provided by a manufacturer to an authorized repair provider for diagnosis, maintenance, or repair.

(9) Embedded software.—The term "embedded software" means any programmable software instruction delivered with or loaded onto a covered product, or a part of a covered product, to allow the covered product or part to operate or communicate with other computer hardware, including any relevant patch and fix that the manufacturer makes for purposes of diagnosis, maintenance, or repair.

(10) Fair and reasonable terms.—The term "fair and reasonable terms" means—

(A) in general, such terms are not—

(i) conditioned on becoming or remaining an authorized repair provider or entering into any arrangement with the manufacturer; or

(ii) conditioned on a substantial obligation or restriction that is not reasonably necessary for enabling the owner or independent repair provider to engage in diagnosis, maintenance, or repair; and

(B) (i) for parts, that replacement parts are available at costs and terms equal to the most favorable costs and terms offered to an authorized repair provider, accounting for discounts, rebates, delivery, functionality restoration, rights of use, or other incentives; and when the authorized repair provider is the manufacturer, the price shall reflect the actual cost of manufacture or procurement, preparation, and delivery, exclusive of research and development costs;

(ii) for documentation, that documentation is made available at no charge, except for reasonable costs of copying and sending printed materials;

(iii) for tools and data, that proximity access and remote access are made available at no charge and without impediments to efficient and timely access or use to diagnose, maintain, or repair, and to enable full functionality of the covered product, except for reasonable actual costs of manufacturing or sending a physical tool.

(11) Firmware.—The term "firmware" means a software program or set of instructions programmed on a covered product, or on a part for such covered product, that allows the covered product or part to communicate within the covered product or part or with other device hardware.

(12) Heavy-duty vehicle.—The term "heavy-duty vehicle" means any vehicle with a gross vehicle weight rating of more than 14,000 pounds.

(13) Independent repair provider.—The term "independent repair provider" means any person who diagnoses, maintains, or repairs a covered product and is not an authorized repair provider.

(14) Industrial safety equipment.—The term "industrial safety equipment" means digital electronics equipment used solely in workplace settings or by firefighters to prevent serious injury or death, and regulated by a federal safety regulation requiring that the equipment maintain intended health and safety functions after repair.

(15) Maintenance.—The term "maintenance" means operations necessary to keep a covered product performing its intended function and in fully working order.

(16) Manufacturer.—The term "manufacturer" means a person engaged in selling, leasing, or otherwise supplying a covered product manufactured by or on behalf of itself.

(17) Motor vehicle.—The term "motor vehicle" means a vehicle driven or drawn by mechanical power and manufactured for use on public streets, roads, and highways, excluding vehicles that may be operated only on a rail line or heavy-duty vehicles.

(18) OEM part.—The term "OEM part" means a part made or sold by the manufacturer of a covered product or identified by the manufacturer's brand, trade, or corporate name.

(19) Owner.—The term "owner" means—

(A) any person who owns or leases a covered product;

(B) the United States, any executive agency (as defined in [section 105 of title 5](#), United States Code), and any State or political subdivision thereof with respect to any covered product they purchase or lease; and

(C) any officer, employee, or servicemember of an entity described in subparagraph (B), when acting within the scope of official duties to diagnose, maintain, or repair such covered product.

(20) Part.—The term "part" means any replacement part or assembly of parts, including OEM parts and aftermarket parts, whether new or used, that is used or usable to replace an original part that is not functioning properly.

(21) Powered mobility assistance device.—The term "powered mobility assistance device" means—

(A) a motorized wheeled device designed for use by an individual with a physical disability; and

(B) a wearable robotic device designed to augment and enhance the physical ability of an individual to walk.

(22) Proximity access.—The term "proximity access" means access to onboard computer systems and electronic systems of a digital electronics-enabled implement of agriculture, all-terrain vehicle, heavy-duty vehicle, motor vehicle, or powered mobility assistance device, provided through a physical connection, short-range wireless protocol, or combination of such methods.

(23) Remote access.—The term "remote access" means access, with the owner's authorization, via long-range wireless systems to onboard computer systems and electronic systems required to diagnose, maintain, or repair a digital electronics-enabled implement of

agriculture, all-terrain vehicle, heavy-duty vehicle, motor vehicle, or powered mobility assistance device.

(24) Repair.—The term "repair" means any act needed to restore a covered product to working order.

(25) Software updates.—The term "software updates" means necessary software patches, upgrades, or modifications needed to remedy identified cybersecurity or functionality problems and enable continued functioning.

(26) Tool.—The term "tool" means any software program, hardware implement, or other apparatus, including updates, made available by a manufacturer to an authorized repair provider to perform diagnosis, maintenance, repair, programming, pairing, provisioning, calibration, or any function required for full product operation.

SEC. 1143. RIGHT TO REPAIR.

(a) Documentation, parts, and tools.—A manufacturer must make available to owners and independent repair providers, on fair and reasonable terms, the documentation, parts, embedded software, firmware, and tools necessary to diagnose, maintain, and repair a covered product. The requirements of this subsection continue after the last date the product model or type was manufactured:

(1) for at least 5 years for products with a wholesale price of not less than \$50 and not more than \$250;

(2) for at least 10 years for products with a wholesale price above \$250;

(3) for at least 30 years for a digital electronics-enabled implement of agriculture, an all-terrain vehicle, a heavy-duty vehicle, or a motor vehicle; and

(4) for as long as such documentation, parts, and tools are made available to an authorized repair provider.

(b) Software updates.—A manufacturer must provide software updates at no cost to the owner. The requirements of this subsection continue after the last date the product model or type was manufactured:

(1) for at least 5 years for products with a wholesale price of not less than \$50 and not more than \$250;

(2) for at least 10 years for products with a wholesale price above \$250;

(3) for at least 30 years for a digital electronics-enabled implement of agriculture, an all-terrain vehicle, a heavy-duty vehicle, or a motor vehicle; and

(4) for as long as software updates are made available to an authorized repair provider.

(c) Obligations.—The obligations of subsections (a)(3) and (b)(3) do not apply to products manufactured prior to 2016.

(d) Disclosure of support periods.—A manufacturer must clearly and conspicuously disclose to potential purchasers the duration of documentation, parts, tools, and software update support.

(e) Publicly available process.—A manufacturer must maintain a publicly available process by which an owner or independent repair provider may request and obtain documentation, parts, tools, embedded software, firmware, and other materials required to be made available under this subtitle, including clear instructions for submitting such requests and for obtaining such materials.

(f) Proximity and remote access.—A manufacturer must provide owners and independent repair providers—

(1) proximity access to read data, write data, and execute commands for diagnosis, maintenance, or repair; and

(2) remote access to read data to the same extent provided to an authorized repair provider.

(g) Prohibited conduct.—It shall be unlawful for a manufacturer to—

(1) require the use of manufacturer-approved parts;

(2) degrade, reduce, or end functionality following repair by an owner or independent repair provider;

(3) disparage aftermarket parts or independent repairs without adequate substantiation;

(4) require a subscription or post-sale payment to use a product or its features unless clearly disclosed at point of sale;

(5) impose any impediment to part replacement or repair, including pairing codes, cryptographic locks, authorization routines, or other security-related measures that materially impede diagnosis, maintenance, replacement, or repair; except as provided in paragraph (6); or

(6) in the case of a covered product that contains an electronic security lock or other security-related function, fail to make available, in a timely manner and on fair and reasonable terms, any documentation, part, embedded software, firmware, or other tool needed to disable the lock or function, and to reset the lock or function when disabled in the course of diagnosis, maintenance, or repair; provided that such items may be made available through an appropriate secure data release system.

(h) Prohibited contract terms.—A contract or agreement is void and unenforceable if it purports to:

(1) waive, limit, or require arbitration of protections or remedies under this section; or

(2) modify or restrict diagnosis, maintenance, or repair in any manner inconsistent with this section.

(i) Intellectual property.—Nothing in this subtitle requires a manufacturer to divulge a trade secret, disclose source code, or license intellectual property except as needed for repair.

(j) Manufacturer liability.—A manufacturer in compliance with this section is not liable for damage resulting from repair, maintenance, or modification conducted by an owner or independent repair provider unless the manufacturer violates a duty of care or breaches a warranty.

SEC. 1144. ENFORCEMENT.

(a) Enforcement by the Commission.—

(1) Rulemaking authority.—The Commission may promulgate rules, in accordance with [section 553 of title 5](#), United States Code, as necessary to carry out this subtitle, including rules to clarify the requirements of section 1143 and to prevent evasion or circumvention of the obligations imposed by this subtitle.

(2) In general.—Violation of section 1143, or any regulation promulgated under paragraph (1), shall be treated as a violation of a rule under section 18 of the Federal Trade Commission Act ([15 U.S.C. 57a](#)) regarding unfair, deceptive, or abusive acts or practices. The Federal Trade Commission shall enforce this subtitle in the same manner, by the same means, and with the same jurisdiction, powers, and duties as though all applicable terms and provisions of the Federal Trade Commission Act ([15 U.S.C. 41 et seq.](#)) were incorporated into and made a part of this subtitle.

(3) Penalties.—Any person who violates section 1143, or any regulation promulgated under paragraph (1), shall be subject to the penalties and entitled to the privileges and immunities provided in the Federal Trade Commission Act as though all applicable terms and provisions of the Federal Trade Commission Act were incorporated in and made part of this subtitle.

(4) Intervention.—On receiving notice pursuant to subsection (b)(3)(A), the Commission may intervene in the action that is the subject of the notice. If the Commission intervenes in such action, it shall have the authority—

(A) to be heard with respect to any matter that arises in that action; and

(B) to file a petition for appeal.

(5) Amicus curiae.—The Commission may appear as *amicus curiae* in any action brought under subsection (b) or subsection (c).

(6) Authority preserved.—Nothing in this section shall be construed to limit the authority of the Commission under any other provision of law.

(b) State enforcement.—

(1) In general.—In any case in which the attorney general of a State has reason to believe that an interest of the residents of that State has been or is threatened or adversely affected by a violation of section 1143, or regulation promulgated under subsection (a)(1), the attorney general may bring a civil action on behalf of the residents of the State in a district court of the United States of appropriate jurisdiction to—

(A) enjoin that practice;

(B) enforce compliance with such section or regulation;

(C) obtain damages, restitution, or other compensation on behalf of residents of the State;

(D) obtain civil penalties subject to paragraph (5); or

(E) obtain such other relief as the court may consider to be appropriate.

(2) Exception.—In any case in which an action is instituted by or on behalf of the Commission for violation of section 1143, or any regulation promulgated under subsection (a)(1), no State may, during the pendency of that action, institute an action under paragraph (1) against any defendant named in the complaint in such action.

(3) Notification.—

(A) When filing an action under paragraph (1), the attorney general of the State involved shall provide to the Commission—

(i) written notice of that action; and

(ii) a copy of the complaint for that action.

(B) The requirements of subparagraph (A) must be met prior to filing of the action, unless it is not feasible to do so, in which case they must be met at the same time as the action is filed.

(4) Construction.—For purposes of bringing any civil action under subsection (b), nothing in this subtitle shall be construed to prevent an attorney general of a State from exercising the powers conferred by the laws of that State to—

(A) conduct investigations;

(B) administer oaths or affirmations;

(C) compel the attendance of witnesses or the production of documentary and other evidence; or

(D) prevent a State from exercising additional enforcement authority under State law that provides equal or greater protection than this subtitle.

(5) Penalties.—The maximum civil monetary penalty for violations subject to civil penalties under this subsection shall be the same as the maximum civil penalty amount for violations of unfair or deceptive trade practices under the Federal Trade Commission Act, as periodically published by the Commission pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended, and any corresponding rules ([16 CFR 1.98](#)).

(c) Enforcement by persons and entities.—

(1) Civil actions.—A person injured by a violation of section 1143 or regulations promulgated under subsection (a)(1) may bring a civil action in any court of competent jurisdiction to enjoin such violation or to recover damages.

(2) No exhaustion.—A plaintiff is not required to exhaust administrative remedies before bringing an action under this subsection.

(3) Notification.—A plaintiff must provide notice to the Commission as described in subsection (b)(3).

(4) Injunctive relief.—A court may issue temporary, preliminary, or permanent injunctive relief to prevent or restrain a violation of section 1143 or regulations promulgated under subsection (a)(1).

(5) Damages.—A prevailing plaintiff may recover—

(A) the greater of—

(i) actual monetary loss; or

(ii) double the purchase price of the product;

(B) in the case of a willful or knowing violation, the court may increase the amount recoverable under subparagraph (A) to an amount not to exceed the greater of—

(i) 3 times the actual monetary loss; or

(ii) 3 times the purchase price of the product; and

(C) reasonable attorney's fees and costs.

(6) Limitations period.—An action under this subsection may be brought not later than 2 years after the date on which the plaintiff discovered, or by the exercise of reasonable diligence should have discovered, the violation, but in no event later than 5 years after the date of the violation.

(d) Venue.—An action under this section may be brought in any district where the defendant is an inhabitant, may be found, or transacts business.

SEC. 1145. RELATION TO STATE LAW.

(a) Rule of construction.—Nothing in this subtitle shall be construed to preempt, displace, or limit the authority of a State to enforce or adopt requirements relating to the diagnosis, maintenance, or repair of a covered product that provide equal or greater protection than section 1143 or any regulations promulgated under section 1144(a)(1).

(b) State consumer protection laws.—A violation of section 1143, or regulations promulgated under section 1144(a)(1), may also be enforced under any State law that prohibits unfair, deceptive, or abusive acts or practices, to the extent such State law is consistent with this subtitle.

SEC. 1146. AMENDMENTS TO THE MAGNUSON-MOSS WARRANTY ACT.

(a) Civil penalties for violations of the anti-tying rule.—[Section 2302 of title 15](#), United States Code, is amended—

(1) in the introductory text of subsection (c)—

(A) by striking "his" and inserting "their";

(B) by striking "or service (other than an article or service" and inserting ", service, part, accessory, tool, diagnostic service, or repair provider (unless"; and

(2) by inserting after subsection (e) the following:

"(f) Civil penalties.—

"(1) Any warrantor who violates subsection (c) shall be subject to a civil penalty not to exceed the maximum penalty for unfair or deceptive acts or practices established under [section 5\(m\)\(1\)\(A\)](#) of the Federal Trade Commission Act.

"(2) Each consumer product for which the warrantor conditions a written or implied warranty in violation of subsection (c) shall constitute a separate violation.

"(3) The Commission may enforce this subsection in the same manner, by the same means, and with the same jurisdiction, powers, and duties as though all applicable provisions of the Federal Trade Commission Act were incorporated into and made a part of this chapter."

(b) Rulemaking authority.—The Federal Trade Commission may promulgate regulations necessary to implement and enforce this section.

SEC. 1147. AMENDMENT TO THE DIGITAL MILLENNIUM COPYRIGHT ACT.

(a) Repair exemption.—[Section 1201 of title 17](#), United States Code, is amended by inserting after subsection (k) the following:

"(l) Repair exemption.—

"(1) Notwithstanding subsections (a) and (b), it is not a violation of this section for a person, for the purpose of diagnosis, maintenance, or repair of a lawfully acquired product, software program, digital service, or system that contains or depends on a work protected under this title, or any component thereof, to—

"(A) circumvent a technological measure that effectively controls access to a work protected under this title; or

"(B) manufacture, import, offer to the public, provide, or otherwise traffic in a technology, product, service, device, component, or part thereof.

"(2) Nothing in this subsection permits the unauthorized access, deletion, or alteration of personal data stored on a device or machine.

"(3) Nothing in this subsection authorizes the distribution of copyrighted works other than as necessary to enable diagnosis, maintenance, or repair.

"(4) The exemption under this subsection applies regardless of whether the Librarian of Congress has issued a corresponding exemption under subsection (a)(1)(C).

"(m) Bad-faith threats prohibited.—

"(1) A person may not knowingly assert, threaten to assert, or communicate a claim under this chapter against a person engaging in conduct exempt from the prohibitions in this section, if the person knows or should know that the claim lacks a legal basis.

"(2) A person who violates paragraph (1) shall be liable to the United States for a civil penalty not to exceed \$50,000 for each violation, in addition to any other remedies available under law.

"(3) A person who is subjected to a violation of paragraph (1) may bring a civil action in any court of competent jurisdiction for actual damages, statutory damages not to exceed \$50,000 per violation, attorney's fees, and injunctive relief.

"(4) Each separate assertion, threat to assert, or communication of a claim under this chapter in violation of paragraph (1) shall constitute a separate violation.

"(5) Nothing in this subsection shall be construed to limit the authority of the Federal Trade Commission or a State attorney general to enforce this subsection as an unfair or deceptive act or practice under section 5(a)(1) of the Federal Trade Commission Act ([15 U.S.C. 45\(a\)\(1\)](#)) or any analogous State law."

(b) Effective dates.—

(1) Subsection (l) of [section 1201 of title 17](#), United States Code, shall take effect upon enactment and shall apply to all acts of diagnosis, maintenance, or repair occurring on or after that date and to all proceedings pending on or after that date.

(2) Subsection (m) of [section 1201](#) shall take effect on the date that is 30 days after enactment and shall apply only to assertions, threats to assert, or communications made on or after that date.

SEC. 1148. DESIGN PATENT REPAIR SAFE HARBOR AND BAD-FAITH THREATS.

(a) Table of contents amendment.—The table of contents for [chapter 29 of title 35](#), United States Code, is amended by inserting after the item relating to section 299 the following:

"300A. Repair safe harbor.

"300B. Bad-faith threats prohibited."

(b) Defense reference.—[Section 282\(b\)\(4\) of title 35](#), United States Code, is amended to read as follows:

"(4) Any other fact or act made a defense by this title, including the repair safe harbor under section 300A."

(c) Conforming amendment.—[Section 289 of title 35](#), United States Code, is amended by adding at the end the following: "No remedy under this section or under [section 283](#) or [284](#) shall be available for conduct involving a repair part that meets the safe harbor under section 300A."

(d) Repair safe harbor and bad-faith threats.—[Chapter 29 of title 35](#), United States Code, is amended by inserting after section 299 the following:

"Sec. 300A. Repair safe harbor.

"(a) Definitions.—

"(1) Repair part.—The term 'repair part' means a component or part of a product, whether sold separately or as part of a repair service, that is used exclusively for diagnosis, maintenance, or repair and not for the production of a new article.

"(2) Product.—The term 'product' means any article of manufacture to which a patent for a design applies.

"(b) Safe harbor criteria.—It shall not be an act of infringement of a patent for a design to manufacture, import, offer to the public, sell, or otherwise provide a repair part for a product or any component thereof, if—

"(1) the repair part is functionally necessary to restore the product to the appearance or form in which it was manufactured; or

"(2) the repair part's appearance must match the original design to fit, align, attach, or otherwise function properly with the product or its component parts.

"(c) Limitations.

"(1) The manufacture, importation, or sale of a repair part consistent with this section is not reconstruction of a patented article.

"(2) Nothing in this section permits the use of a trademark, trade dress, logo, or other source-identifying mark of the patent owner without authorization, or permits conduct likely to cause confusion as to source, sponsorship, or approval.

"Sec. 300B. Bad-faith threats prohibited.

"(a) Prohibition.—A person may not knowingly assert, threaten to assert, or communicate a claim of infringement of a patent for a design if the person knows or should know that the claim lacks a legal basis.

"(b) Civil penalties.—A person who violates subsection (a) shall be liable to the United States for a civil penalty not to exceed \$50,000 for each violation, in addition to any other remedies available under law.

"(c) Private cause of action.—A person subjected to a violation of subsection (a) may bring a civil action in any court of competent jurisdiction for actual damages, statutory damages not to exceed \$50,000 per violation, attorney's fees, and injunctive relief.

"(d) Separate violations.—Each separate assertion, threat to assert, or communication of a claim of infringement in violation of subsection (a) shall constitute a separate violation.

"(e) Enforcement by Federal Trade Commission and State attorneys general.—Nothing in this section shall be construed to limit the authority of the Federal Trade Commission or a State attorney general to enforce this section as an unfair or deceptive act or practice under section 5(a)(1) of the Federal Trade Commission Act ([15 U.S.C. 45\(a\)\(1\)](#)) or any analogous State law."

(e) Effective dates.—

(1) Section 300A of title 35, United States Code, shall take effect upon enactment and shall apply to any manufacture, import, offer to the public, sell, or other provision of a repair part occurring on or after that date and to all proceedings pending on or after that date.

(2) Section 300B shall take effect on the date that is 30 days after enactment and shall apply only to assertions, threats to assert, or communications made on or after that date.

SEC. 1149. APPLICATION TO DEFENSE PROCUREMENT.

(a) Definitions.—Notwithstanding section 1142, the following definitions shall apply for the purposes of this section:

(1) Covered product.—The term "covered product" includes any product, system, component, or software procured by or for the Department of Defense, including through classified, noncommercial, or other Federal procurement authorities.

(2) Independent repair provider.—The term "independent repair provider" includes a servicemember or Department of Defense civilian employee performing diagnosis, maintenance, or repair of a covered product owned or leased by the United States in the scope of official duties.

(b) Right-to-repair.—As a condition of entering into or renewing a contract for the procurement of a covered product by the Department of Defense, a manufacturer or contractor shall comply with the requirements of section 1143 with respect to such covered product.

(c) Data, tools, and documentation.—Compliance under subsection (b) shall include the provision, on fair and reasonable terms, of all data, documentation, parts, tools, and software updates necessary to diagnose, maintain, or repair a covered product throughout its expected service life.

(d) Intellectual property consistency.—Compliance with this section shall not be deemed to require the disclosure of classified information or to override applicable export control laws, but intellectual property rights may not be asserted to restrict diagnosis, maintenance, or repair otherwise permitted under this subtitle.

(e) National security exception.—The Secretary of Defense may waive the requirements of this section with respect to a specific covered product upon a written determination, submitted to the congressional defense committees, that compliance would pose a substantial risk to national security and that no reasonable alternative exists.

(f) Rule of construction.—Nothing in this section shall be construed to expand or limit enforcement authority, remedies, or causes of action under sections 1144 or 1147 beyond their express terms.