

Section 1. **Short title.** This Act may be cited as the Connected Device Longevity Act.

Section 2. **Definitions.** In this Act:

- (a) “Connected consumer product” means a physical product, including a mobile application or cloud infrastructure related to the functioning of the physical product, that is intended for consumer use and depends on a connection to the internet for a consumer to make ordinary use of the product.
- (b) “End of life” means the date on which the manufacturer no longer provides support, security patches, or updates that are necessary for a consumer to make ordinary use of a connected consumer product safely and securely.
- (c) “Firmware” refers to low-level software that is embedded into a hardware device. Firmware is software that provides essential instructions needed for hardware to operate properly, acting as a middle layer between the hardware and higher-level software such as a device operating system or an application.
- (d) “Minimum guaranteed support timeframe” means the minimum amount of time for which a manufacturer publicly commits to provide all necessary support, security patches, or updates that are necessary for a consumer to make ordinary use of a connected consumer product, expressed as a specific date for the end of the time frame.
- (e) “Ordinary use” means use of a connected consumer product that is consistent with a consumer’s reasonable expectations based on how the connected consumer product is advertised, marketed, or otherwise described by the manufacturer at the time of purchase.
- (f) “Product update” means an update, other than a security update, released for a connected consumer product to address effectively a flaw in the software, hardware, or firmware running on the product that interferes with a consumer’s ability to make ordinary use of the product.
- (g) “Product web page” means a web page specific to the particular connected consumer product that contains information about the product and its features.
- (h) “Support” means service to ensure that a connected consumer product continues to fully function so that a consumer can make ordinary use of the product safely and securely, and to provide information and guidance to consumers regarding proper use of the product.
- (i) “Security update” means an update released for a connected consumer product to effectively address a vulnerability in the software, hardware, or firmware running on the product.
- (j) “Vulnerability” means a flaw in the software, hardware, or firmware running on a connected consumer product that lessens a consumer’s ability to use the product safely and securely.
- (k) “Update” means a product update or a security update.

Section 3. **Requirements.** For any connected consumer product manufactured after [date] and sold in this state—

- (a) The manufacturer shall clearly and prominently disclose a minimum guaranteed support time frame to prospective buyers, in all of the following ways:
- (1) disclosing on the product web page;
 - (2) disclosing at the point of sale, in a manner reasonably designed to reach the attention of the prospective buyer, if the manufacturer has the ability to make the disclosure directly to prospective buyers at the point of sale; and
 - (3) if the manufacturer does not have the ability to make the disclosure directly to prospective buyers at the point of sale, disclosing to the retailer with instructions to disclose to prospective buyers at the point of sale.
- (b) A manufacturer shall ensure that the minimum guaranteed support timeframe of a connected consumer product that it manufactures is consistent with the reasonable expectations of a consumer based on all of the following:
- (1) The nature of the connected consumer product, including the connected consumer product's expected use, durability, and reliance on remote services.
 - (2) The price paid for the connected consumer product by consumers.
 - (3) How the connected consumer product is advertised, marketed, or otherwise described by the manufacturer at the time of purchase.
- (c) The disclosure described in subsection (a) shall also include a detailed account of the features and functionality that will be lost or compromised when the product reaches end of life.
- (d) A manufacturer may reduce a minimum guaranteed support timeframe disclosed under this section if the manufacturer demonstrates, in a written communication to the Attorney General made available to the public, that providing support for the connected consumer product has become unfeasible due to unforeseeable circumstances beyond the manufacturer's reasonable control, including for any of the following reasons:
- (1) The manufacturer is subject to bankruptcy or another insolvency proceeding that materially impairs the manufacturer's ability to provide support.
 - (2) A dependency on a third-party service, platform, software or hardware component, application programming interface, network, or other technology operated or controlled by an unaffiliated third party that is necessary to provide support is discontinued, materially altered, or no longer made available to the manufacturer on commercially reasonable terms and cannot reasonably be replaced by the manufacturer.
 - (3) Providing support is unlawful.
 - (4) A vulnerability, defect, or other safety or security condition makes providing support materially likely to compromise the security, privacy, or safety of users or the public, and the issue cannot reasonably be remedied by the manufacturer.
- (e) A manufacturer that reduces a minimum guaranteed support timeframe pursuant to subsection (d) shall, as soon as is practicable, provide clear and conspicuous notification to the public and owners of the product as described in subsections (g) and (h).

(f) The manufacturer shall provide advance notification of the product's end of life, as described in subsection (h), to the public and to owners of the product –

- (1) six months before the product reaches end of life; and
- (2) on the date on which the product reaches end of life.

(g) A manufacturer shall provide the notification described in subsection (h) in each of the following ways:

- (1) through an interface on the device or an associated application, if practicable;
- (2) through email to owners of the product for whom the manufacturer possesses an email address; and
- (3) on the product webpage

(h) Notifications about the product's end of life –

- (1) shall include clear information about actions consumers can take if they want to continue using the product in a secure and effective manner;
- (2) shall provide a list of features lost in, and security risks that are likely to result from, the product's end of life;
- (3) shall be a standalone communication that contains no information unrelated to the notification; and
- (4) shall include access to all relevant design information for the software, hardware, and firmware necessary to fully provide support, to the extent feasible and where providing support is not unlawful.

(i) The manufacturer shall not sell, lease, or otherwise distribute the product after the date that is one year before the minimum guaranteed support time frame end date for the product.

(j) A business that owns or controls a connected consumer product that it leases or otherwise provides to a customer as part of a service shall do all of the following –

- (1) To the extent technically feasible, ensure that security patches made available by the manufacturer for the connected consumer product are promptly received and applied to the connected consumer product; and
- (2) if the connected consumer product has reached its end of life –
 - (A) promptly so notify customers; and
 - (B)(i) replace the product, at no additional cost to customers, with a comparable product capable of receiving necessary updates and support, when such comparable product is reasonably available to the business; or
 - (ii) if such comparable product is not reasonably available to the business –
 - (I) if the product can no longer be used safely and securely, cancel the lease or service agreement, with a pro rata refund and provide customers with the means to

return cancelled devices to the business for proper disposal or recycling; or
(II) if the product can still be used safely and securely, offer customers a reasonable reduction in the price related to the loss of functionality for the remainder of the lease or service.

Section 4. **Enforcement by Attorney General.** A violation of this Act is an unlawful practice under the [cite to relevant state fraudulent and deceptive practices act]. All remedies, penalties, and authority granted to the Attorney General by that Act shall be available to him or her for the enforcement of this Act.

Section 5. **Enforcement by Individuals.** Any person who suffers damage as a result of a violation of this Act may bring an action to recover:

- (a) actual damages,
- (c) reasonable attorney's fees and costs; and
- (d) injunctive relief.